

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

vs.

MATCH GROUP, INC., a corporation, and
MATCH GROUP, LLC, formerly known as
MATCH.COM, LLC, a limited liability
company,

Defendants.

Case No. 3:19-cv-02281-K

**APPENDIX IN SUPPORT OF DEFENDANTS RESPONSE TO PLAINTIFF'S MOTION
IN LIMINE TO EXCLUDE EXPERT TESTIMONY OF JAMES LANGENFELD AND
STRIKE PORTIONS OF HIS REBUTTAL EXPERT REPORT**

Defendants, by and through their counsel, submit this Appendix in support of their Response to Plaintiff's Motion in Limine to Exclude Testimony of James Langenfeld and Strike portions of his rebuttal expert report.

No.	Description	App. Page(s)
1.	FTC's Initial Disclosures	APP 001-APP 020
2.	Plaintiff's Responses to Defendant's First Set of Interrogatories [Interr. No. 3]	APP 021-APP 024
3.	Plaintiff's First Amended Responses to Defendant's First Set of Interrogatories [Interr. No. 3]	APP 025-APP 030
4.	Oct. 24, 2022 Bikram Bandy Deposition Transcript Excerpts	APP 031-APP 033
5.	Plaintiff's Third Amended Responses to Defendant's First Set of Interrogatories [Interr. No. 3]	APP 034-APP 041
6.	Plaintiff's First Amended Initial Disclosures	APP 042-APP 062
7.	Plaintiff's Fourth Amended Responses to Defendant's First Set of Interrogatories [Interr. No. 3]	APP 063-APP 068
8.	Plaintiff's Fifth Amended Responses to Defendant's First Set of Interrogatories [Interr. No. 3]	APP 069-APP 073
9.	Kimbleann Verdi Deposition Transcript Excerpts	APP 074-APP 081

No.	Description	App. Page(s)
10.	James Langenfeld Deposition Transcript Excerpts	APP 082-APP 093
11.	June 26, 2023 Bikram Bandy Deposition Transcript Excerpts	APP 094-APP 098
12.	Kimbleann Verdi Report	APP 099-APP 104
13.	Jennifer King Deposition Transcript Excerpts	APP 105-APP 109

Dated: October 2, 2023

/s/ Angela C. Zambrano

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*Attorneys for Match Group, Inc. and
Match Group, LLC*

CERTIFICATE OF SERVICE

I hereby certify that on October 2, 2023, I caused a true and correct copy of the above and foregoing document, to be served on all counsel of record in accordance with the Federal Rules of Civil Procedure and this Court's CM/ECF filing system.

/s/ Angela C. Zambrano

Angela C. Zambrano

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

MATCH GROUP, INC.,

Defendant.

Case No. 3:19-cv-02281-K

**PLAINTIFF'S INITIAL
DISCLOSURES**

Plaintiff, the Federal Trade Commission ("FTC"), pursuant to Federal Rule of Civil Procedure 26(a)(1), and without waiving any privileges, makes the following initial disclosures:

1. The name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment:

- a. Defendant and its current and former principals, officers, directors, managers, employees, agents, and representatives, each of whom Defendant can more readily identify than Plaintiff, and each of whose addresses and telephone numbers

Defendant likely has, including, but not limited to, the following:

Name	Address	Telephone Number	Subject matter (non-exhaustive list)
Dushyant Saraph	Unknown	Unknown	Match.com website features/design; Match.com user interface and experience

INITIAL DISCLOSURES

Marc Atwood	Unknown	Unknown	Match.com website features/design; Match.com user interface and experience; practices described in Counts III-V
Ossa Fisher	Unknown	Unknown	Marketing practices; consumer complaints; refunds; policies and procedures
Tom Cox	Unknown	Unknown	Ownership and control of Match.com; product analytics; policies and procedures
Kate Feller	Unknown	Unknown	Ownership and control of Match.com; customer complaints; policies and procedures; refunds; practices described in Counts III-V
Sharmistha Dubey	Unknown	Unknown	Ownership and control of Match.com; Match's policies and procedures; Match revenues; Match Guarantee; autorenewal practices; chargeback practices; resignation flow; practices described in Counts III-V
Sireesha Malireddy	Unknown	Unknown	Match.com website features/design; Match.com user

PLAINTIFF'S INITIAL DISCLOSURES

			interface and experience
Sushil Sharma	Unknown	Unknown	Ownership and control of Match.com; Match.com user interface and experience; resignation flow; Match Guarantee
Jeff Dawson	Unknown	Unknown	Ownership and control of Match.com; policies and procedures; customer complaints; refunds
Sydney Lam	Unknown	Unknown	Ownership and control of Match.com; Match.com user interface and experience; product design; product pricing; policies and procedures; autorenewal practices; membership resignation flow; consumer complaints; chargeback practices; refunds; practices described in Counts III-V
Brett Richards	Unknown	Unknown	Product/website design; user interface; user experience; consumer complaints; Match Guarantee; website analytics; practices

PLAINTIFF'S INITIAL DISCLOSURES

			described in Counts III-V
Poossenjeet Bhattacharya	Unknown	Unknown	Product design; user interface; user experience; consumer complaints; resignation flow; website analytics
Pushkar Deshmukh	Unknown	Unknown	Consumer complaints; product design; user interface
Adrian Ong	Unknown	Unknown	Ownership and control of Match.com; policies and procedures; customer complaints; customer service; payments and risk analysis; product marketing; chargeback practices; refunds; practices described in Counts III-V
Chris Haltiner	Unknown	Unknown	User interface; product design
Jim Talbott	Unknown	Unknown	Ownership and control of Match.com; Match Guarantee; fraud on Match.com platform; product design; user interface; autorenewal practices; membership resignation flow; practices described in Counts III-V.

PLAINTIFF'S INITIAL DISCLOSURES

Florian Hottier	Unknown	Unknown	Ownership and control of Match.com; Match Guarantee; policies and procedures; Match.com software design; product analytics; resignation flow; user interface; user experience; autorenewal process; practices described in Counts III-V
Jiten Vakharia	Unknown	Unknown	Ownership and control of Match.com; policies and procedures; Match.com software design; product analytics; user interface; user experience; resignation flow; autorenewal practices; practices described in Counts III-V
Casey Daniell	Unknown	Unknown	Configuration management and platform design; practices described in Counts III-V
Nazair Khan			Autorenewal practices; resignation flow; user interface and design; product design
Beth Wilson	Unknown	Unknown	Match Guarantee; customer service and complaints; Match Guarantee;

PLAINTIFF'S INITIAL DISCLOSURES

			policies and procedures; data analytics; Match's chargeback dispute practices; practices described in Counts III-V
Todd Carrico			application engineering; user interface and design; product analytics; practices described in Counts III-V
Pradeep Shetty	Unknown	Unknown	Policies and procedures; chargeback practices; consumer complaints; practices described in Counts III-V
Deen Ibrahim	Unknown	Unknown	Match.com website features/design; quality assurance; Match.com user interface and experience; practices described in Counts III-V.
Michele Watson	Unknown	Unknown	Ownership and control of Match.com; Match Guarantee; customer service; Match's chargeback dispute practices; consumer complaints; policies and procedures; practices described in Counts III-V
LaShonda Pero	Unknown	Unknown	Consumer complaints; policies and procedures; customer care;

PLAINTIFF'S INITIAL DISCLOSURES

			employee training; Match guarantee; autorenewal practices; practices described in Counts III-V
Anastasia Burman	Unknown	Unknown	Match Guarantee; policies and procedures; customer care; consumer complaints; policies and procedures.
Kris Auderer	Unknown	Unknown	Ownership and control of Match.com; Match Guarantee; customer service; customer complaints; Match's chargeback dispute practices; autorenewal practices; resignation flow; policies and procedures; practices described in Counts III-V
Nikki Elliott	Unknown	Unknown	Product design; analytics; user interface
Angela Freeborn	Unknown	Unknown	Ownership and control of Match.com; sales and marketing
Melissa Clinchy	Unknown	Unknown	Ownership and control of Match.com; consumer complaints; policies and procedures; Match Guarantee; autorenewal practices;

PLAINTIFF'S INITIAL DISCLOSURES

			resignation flow; practices described in Counts III-V
Richard Leopold	Unknown	Unknown	User interface and design; product design
Bryan Jewell	Unknown	Unknown	Ownership and control of Match.com; policies and procedures; customer complaints; refunds; practices described in Counts III-V
Margaret Ochoa	Unknown	Unknown	Advertising and marketing; Match Guarantee
Giridar Tandriv	Unknown	Unknown	Match.com subscription figures; consumer complaints; practices described in Counts III-V
Jeff Rosenzweig	Unknown	Unknown	Ownership and control of Match.com; Match Guarantee; customer relationship management software; customer service; product features; website design; advertising and marketing; policies and procedures; Match Guarantee; practices described in Counts III-V
Shamika Naik	Unknown	Unknown	Platform communications

PLAINTIFF'S INITIAL DISCLOSURES

Laurie Braddock	Unknown	Unknown	Ownership and control of Match.com; role of Match Group Inc. in operating Match.com; Match Guarantee; policies and procedures; consumer chargebacks; autorenewal policies; consumer refunds; consumer complaints; practices described in Counts III-V
Rachel Walzl	Unknown	Unknown	Resignation flow; user interface and design
Alexis Ferraro	Unknown	Unknown	Advertising and marketing; Match Guarantee
Krystal Roloff	Unknown	Unknown	Customer support; consumer complaints; Match Guarantee; chargeback practices; autorenewal practices; practices described in Counts III-V
Sam Yagan	Unknown	Unknown	Ownership and control of Match.com; Match Guarantee; autorenewal practices
Brittany Perez	Unknown	Unknown	Consumer complaints; policies and procedures
Shamika Naik	Unknown	Unknown	Product analytics

PLAINTIFF'S INITIAL DISCLOSURES

Girdar Tandriv	Unknown	Unknown	Product analytics; user interface and design
Matthew Bartoe	Unknown	Unknown	Platform design; user interface and design; practices described in Counts III-V
Ian Purves	Unknown	Unknown	Product analytics; user interface and design; payments and risk; practices described in Counts III-V
Amarnath Thombre	Unknown	Unknown	Ownership and control of Match.com; policies and procedures; Match Guarantee; autorenewal practices; consumer complaints; practices described in Counts III-V
Andrew Hemmings	Unknown	Unknown	practices described in Counts III-V
Matt Knight	Unknown	Unknown	Consumer complaints; application engineering; user interface and design; practices described in Counts III-V
Tony Bowari	Unknown	Unknown	Platform design; practices described in Counts III-V
Jeff McLure	Unknown	Unknown	Application engineering; practices described in Counts III-V
Jennifer Hinkie	Unknown	Unknown	Data analytics; user interface

PLAINTIFF'S INITIAL DISCLOSURES

Mandy Ginsberg	Unknown	Unknown	Ownership and control of Match.com; resignation flow; Match Guarantee; consumer complaints; policies and procedures; chargeback practices; autorenewal practices; practices described in Counts III-V
Ivan Yong	Unknown	Unknown	Product design; user interface and design
Brett Williams	Unknown	Unknown	Match.com website features/design; application engineering; Match.com user interface and experience; consumer complaints; practices described in Counts III-V
Charles German	Unknown	Unknown	Ownership and control of Match.com; revenue from practices described in Counts III-V
Steven Bailey	Unknown	Unknown	Ownership and control of Match.com; revenue from practices described in Counts III-V; payments between Match Group Inc. subsidiaries; practices described in Counts III-V.

PLAINTIFF'S INITIAL DISCLOSURES

Shonda Pero	Unknown	Unknown	Match Guarantee; customer service; policies and procedures; practices described in Counts III-V.
Atin Kulkarni	Unknown	Unknown	Match Guarantee; customer complaints; product analytics
Gary Snyder	Unknown	Unknown	Risk analysis; consumer complaints
Nikhil Nilakantan	Unknown	Unknown	Product design
Dinh Thi Bui	Unknown	Unknown	Resignation flow; autorenewal practices; product design; consumer complaints; user interface
Ramanand Reddi	Unknown	Unknown	Product design; user interface; product analytics; user interface and experience
Jeremy Ruggaber	Unknown	Unknown	Product design; user interface; consumer complaints; practices described in Counts III-V
Atin Kulkarni	Unknown	Unknown	Consumer complaints; Match Guarantee; policies and procedures
Rose Phommachanh	Unknown	Unknown	Consumer complaints; Match Guarantee; policies and procedures
Garland Frye	Unknown	Unknown	Software engineering; Match web/mobile apps;

PLAINTIFF'S INITIAL DISCLOSURES

			platform design; user interface
Christopher Conner	Unknown	Unknown	Software engineering; web/mobile apps; platform design; user interface
Greg Blatt	Unknown	Unknown	Ownership and control of Match.com; resignation flow; Match Guarantee; consumer complaints; policies and procedures; chargeback practices; autorenewal practices; practices described in Counts III-V
Leslie Sucur	Unknown	Unknown	Software engineering; web/mobile apps; platform design; user interface
Anna Schneider	Unknown	Unknown	Software engineering; web/mobile apps; user interface
Alicia Knight	Unknown	Unknown	Marketing and advertising; user interface and design
Anthony Fratiani	Unknown	Unknown	User interface and design
Cameron Bates	Unknown	Unknown	marketing analytics
Jessica Conant	Unknown	Unknown	Autorenewal practices; product development; marketing; practices described in Count III
Judy Li	Unknown	Unknown	Ownership and control of Match.com;

PLAINTIFF'S INITIAL DISCLOSURES

			Platform fraud; data analytics; platform troubleshooting
Stephanie Davis	Unknown	Unknown	Defect reporting; sales and reporting; fraud on platform
Francisco Bonilla	Unknown	Unknown	a/b testing; autorenewal practices; chargeback practices; cancellation flow;
Dan Badrian	Unknown	Unknown	a/b testing; data mining; user behavior
Jessica Johnson	Unknown	Unknown	a/b testing; marketing and advertising; fraud on platform
Thiago Costa	Unknown	Unknown	Fraud on platform; autorenewal practices; product development; marketing; practices described in Count III
John Rowan	Unknown	Unknown	Password reset issues; marketing emails
David Penton	Unknown	Unknown	Account access; account security
Vincent Galeraud	Unknown	Unknown	Ownership and control of Match.com; customer service; customer complaints; refunds; policies and procedures
Leah Mikulenska	Unknown	Unknown	Chargeback policies; consumer complaints; refunds; policies and procedures;

PLAINTIFF'S INITIAL DISCLOSURES

			Practices described in Count IV
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- b. Current and former principals, officers, directors, managers, employees, agents, and representatives of any third party that have implemented, executed, evaluated, tested, or created any advertising, marketing, or disclosures relating to Defendant's online dating service Match.com or other Match Group Inc. dating platforms, each of whom Defendant can more readily identify than plaintiff, and each of whose addresses and telephone numbers Defendant likely has, are likely to have information relating to the practices at issue in the complaint;
- c. Current and former principals, officers, directors, managers, employees, agents, and representatives of any third party that have evaluated, analyzed, responded to consumer communications or complaints on Defendant's behalf relating to Defendant's online dating service Match.com or other Match Group Inc. dating platforms, each of whom Defendant can more readily identify than plaintiff, and each of whose addresses and telephone numbers Defendant likely has, are likely to have information relating to the practices at issue in the complaint;
- d. Current and former principals, officers, directors, managers, employees, agents, and representatives of any third party that have implemented, executed, evaluated, tested, or created any billing practices, refund policies or procedures, chargeback policies or procedures, subscription model, or cancellation process relating to Defendant's online dating service Match.com or other Match Group Inc. dating platforms, each of whom Defendant can more readily identify than plaintiff, and each of whose addresses and

PLAINTIFF'S INITIAL DISCLOSURES

telephone numbers Defendant likely has, are likely to have information relating to the practices at issue in the complaint;

- e. Consumers who subscribed to Match.com and were affected by the practices at issue, including those whose complaints were collected in the FTC's Consumer Sentinel database and whose information will be provided upon entry of an appropriate protective order in this matter protecting their personally identifiable information.
- f. FTC investigators and employees, including investigator Brent McPeck, located at 1999 Bryan St., Ste. 2150, Dallas, Texas 75201, and who can be reached through FTC counsel.

The FTC identifies these individuals based on its investigation of this matter so far. The FTC reserves its right to supplement these disclosures should it learn of other individuals likely to have discoverable information on which it may rely to support its claims.

2. A copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment:

The FTC may use documents and information it obtains from Defendant in discovery in this case as well as the following documents currently in its possession, custody, or control to support its claims, all of which are located at 1999 Bryan St. Ste. 2150, Dallas, Texas 75201 or stored electronically on the FTC's server:

- a. Consumer complaints about Defendant;
- b. Consumer communications with Defendant;
- c. Documents related to consumer communications with Defendant;

PLAINTIFF'S INITIAL DISCLOSURES

- d. Defendant's internal correspondence;
- e. Defendant's internal analyses and policies regarding complaints, inquiries, compliance, advertising, and marketing;
- f. Defendant's presentations about complaints, inquiries, compliance, advertising, and marketing;
- g. Defendant's training materials and scripts about complaints, inquiries, compliance, and customer service;
- h. Data and documents relating to the practices at issue in the complaint;
- i. Screenshots, current and historical, of (i) Defendant's website, www.match.com, (ii) websites on which Defendant has advertised, and (iii) websites of other online platforms;
- j. Documents that Defendant has filed with the Securities and Exchange Commission; and
- k. Other documents and information Defendant produced to Plaintiff in response to Plaintiff's March 2017 Civil Investigative Demand to Defendant and other documents or information Defendant submitted to the Commission in connection with Plaintiff's investigation.

The FTC identifies these documents based on its investigation of this matter so far. The FTC reserves its right to supplement these disclosures should it learn of other documents likely to contain discoverable information on which it may rely to support its claims.

3. A computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on PLAINTIFF'S INITIAL DISCLOSURES

which each computation is based, including materials bearing on the nature and extent of injuries suffered:

Section 19(b) of the FTC Act, 15 U.S.C. § 57b(b), authorizes the Commission to seek and the Court to award relief necessary to redress injury to consumers or other persons, partnerships, and corporations resulting from the rule violation or the unfair or deceptive act or practice. This includes the rescission or reformation of contracts, the refund of money or return of property, the payment of damages, and public notification respecting the rule violation alleged in Count V. This monetary relief is in addition to injunctive relief on the remaining three counts (Counts III-V), which is authorized by Section 13(b) of the FTC Act, 15 U.S.C. § 53(b).

Based on information currently available, monetary relief in this case includes consumer injury associated with Defendant's failure to provide consumers a simple method of canceling its recurring charges, including all revenue associated with any attempted cancellation or any failure to provide a simple cancellation mechanism. This monetary relief also includes revenues generated by denying consumers refunds who sought a refund because they thought they already canceled their subscription to Match.com. Accordingly, the total estimated injury at this time for Count V is at least \$8.7 million.

In addition to this monetary relief, civil penalties available in this action relate to Defendant's failure to provide a simple method of canceling its recurring charges. In calculating civil penalties relating to a rule violation, "each day of continuance of such failure shall be treated as a separate violation," and "[i]n determining the amount of such civil penalty, the court shall take into account the degree of culpability, any history of prior such conduct, ability to pay, effect on ability to continue to do business, and such other matters as justice may require." 15 U.S.C. § 45(m)(1)(c). Computation of the scope of monetary relief will be based principally on

PLAINTIFF'S INITIAL DISCLOSURES

data associated with Defendant's responses to Plaintiff's March 2017 Civil Investigative Demand, which is maintained in paper form in the FTC's offices at 1999 Bryan St. Ste. 2150, Dallas, Texas 75201 or electronically on the FTC's server, and future discovery obtained from Defendant.

4. For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment:

Plaintiff is not aware of any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in this action or to indemnify or reimburse for payments made to satisfy a judgment.

Date: April 15, 2022

/s/ REID TEPFER
REID TEPFER
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Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

PLAINTIFF'S INITIAL DISCLOSURES

CERTIFICATE OF SERVICE

I, REID TEPFER, certify that, on April 15, 2022, I served the foregoing Plaintiff's Initial Disclosures by email on the following counsel of record at the email address listed below:

Chad Hummel
Sidley Austin LLP
chummel@sidley.com

*Attorney for Defendant
Match Group, Inc.*

By: /s/ REID TEPFER

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

MATCH GROUP, INC.,

Defendant.

Case No. 3:19-cv-02281-K

**PLAINTIFF’S RESPONSES TO
DEFENDANT’S FIRST SET OF
INTERROGATORIES**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, and subject to the general and specific objections set forth below, Plaintiff, the Federal Trade Commission (“FTC”) responds to Defendant Match Group Inc. (“Match” or “MGI”)’s First Set of Interrogatories.

I. GENERAL OBJECTIONS

- 1. Compound Interrogatories.** Plaintiff objects to interrogatories that contain discrete requests and therefore constitute compound interrogatories. Including subparts, no more than twenty-five interrogatories may be given without a leave of court. Fed. R. Civ. P. 33(a). “[W]here the first question can be answered fully and completely without answering the second question, then the second question is totally independent of the first and not factually subsumed within it.” *FTC v. Think All Pub LLC*, No. 4:07-CV-011, 2008 WL 687455, *1 (E.D. Tex. 2008).
- 2. Blockbuster Interrogatories.** Plaintiff objects to Match’s impermissible “blockbuster interrogatories” seeking *all* facts without regard for materiality, proportionality, time, and expense. A party cannot “indiscriminately hurl[] interrogatories at every conceivable detail and fact which may relate to a case.” *Nieman v. Hale*, No. 3:12-CV-2433-L-BN,

Interrogatory to the extent that it seeks a description of changes needed to make the cancelation flow simple – this part of the Interrogatory is both a discrete request separate from the first part of the Interrogatory and is instead an impermissible attempt to join two interrogatories into one, and is also irrelevant as the FTC does not need to show what a simple mechanism would look like to establish that Match’s flow was not simple.

Subject to and without waiving the foregoing objections, Match’s own executives have described its cancelation method as confusing, burdensome, cumbersome, hard to find, tedious, convoluted and that they knew consumers were getting billed after they had thought they canceled their subscriptions. *See* Compl. ¶¶ 53-59. Match’s own internal documents flagged the problems with its cancelation process, including that it was hard to find, took many clicks, was difficult to understand, and had been that way for at least 10 years. *Id.* Match’s cancelation flow also had misleading text in the middle of the cancelation flow that states “Before you go” above a survey – misleading consumers into thinking the cancelation is complete and the survey is optional, when in fact consumers needed to continue past the survey to actually cancel. Match has had a flawed password reset mechanism that also prevented consumers from simply canceling their account if they had forgotten their password. Consumers have complained consistently about Match’s misleading cancelation process to the company, and it was aware of and agreed that the process was misleading, but it decided not to fix the cancelation process, instead keeping it as a profit center. To the extent Match produces responsive documents and answers in discovery, the FTC may supplement this answer.

INTERROGATORY NO. 3: Identify and Describe the harm to consumers that You contend resulted from the alleged lack of a simple online cancelation method, Including how the damages caused by that harm were calculated, the number of users that You believe were unable to cancel

their subscription as a result of the alleged lack of a simple cancellation method, and the amount of harm/damages per user.

ANSWER:

The FTC objects to this Interrogatory on the grounds that it is overbroad, unduly burdensome, and premature as it asks for information that will be obtained during discovery from documents that are in Match's possession and is therefore inconsistent with the Court's scheduling order. No part of this response should be interpreted or construed as a limit on the materials or arguments the FTC will present at trial.

Subject to and without waiving the foregoing objections, the FTC responds that consumers were harmed by, among other things, being billed for unwanted recurring subscriptions, costs imposed on consumers by time spent rectifying failed cancellation attempts, and by failing to receive refunds when being billed after they thought they had already canceled. The number of consumers harmed by Match's ROSCA violation is approximately 64,000, with each harmed by an average amount of \$136. The number of harmed consumers, the types of harm, and amount of harm per user will be further revised as the case proceeds and as the FTC obtains additional discovery.

INTERROGATORY NO. 4: State whether You contend that the Match.com methods of cancellation other than the Online Cancellation Flow (Including online chat, telephone, mail, and fax) are not simple, and explain why You contend each method is simple or not simple, Including a description of all facts supporting Your contentions.

ANSWER:

The FTC alleges in Count V that "Defendants have failed to provide simple mechanisms for a consumer to stop recurring charges from being placed on the consumer's credit card, debit card, bank account, or other financial account." This contention is not limited to any particular method of cancellation, but to the service as a whole. To the extent that this Interrogatory

Notwithstanding the foregoing, Match's responses to the FTC's CID described various policies of Match, which Match defined as Match Group Inc., in operating Match.com. For example, Match stated that: Match.com was the primary top-level URL contributing to Match's business operations; Match maintained several URLs that directed users to Match.com; and Match had policies and practices relating to Test profiles and free trials. Match has also stated in a filing with the Ninth Circuit that it operates match.com, and email records show Match's senior executives and CEO directing day-to-day activities and business practices and receiving reports about those activities and practices.

The FTC may supplement this answer to the extent it obtains additional responsive documents from Match or Match Group, LLC.

Date: August 8, 2022

/s/ M. HASAN AIJAZ

REID TEPFER

M. HASAN AIJAZ

SARAH ZUCKERMAN (admitted pro hac vice)

JOHN R. O'GORMAN (admitted pro hac vice)

ERICA ROLLINS HILLIARD

Texas Bar No. 24079444 (Tepfer)

Virginia Bar No. 80073 (Aijaz)

New York Bar No. 5603832 (Zuckerman)

Texas Bar No. 2421292 (O'Gorman)

Mississippi Bar No. 104244 (Hilliard)

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

MATCH GROUP, INC.,

Defendant.

Case No. 3:19-cv-02281-K

**PLAINTIFF'S FIRST AMENDED
RESPONSES TO DEFENDANT'S
FIRST SET OF INTERROGATORIES**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, and subject to the general and specific objections set forth below, Plaintiff, the Federal Trade Commission ("FTC") responds to Defendant Match Group Inc. ("Match" or "MGI")'s First Set of Interrogatories.

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- 1. Compound Interrogatories.** Plaintiff objects to interrogatories that contain discrete requests and therefore constitute compound interrogatories. Including subparts, no more than twenty-five interrogatories may be given without a leave of court. Fed. R. Civ. P. 33(a). "[W]here the first question can be answered fully and completely without answering the second question, then the second question is totally independent of the first and not factually subsumed within it." *FTC v. Think All Pub LLC*, No. 4:07-CV-011, 2008 WL 687455, *1 (E.D. Tex. 2008).
- 2. Blockbuster Interrogatories.** Plaintiff objects to Match's impermissible "blockbuster interrogatories" seeking *all* facts without regard for materiality, proportionality, time, and expense. A party cannot "indiscriminately hurl[] interrogatories at every conceivable detail and fact which may relate to a case." *Nieman v. Hale*, No. 3:12-CV-2433-L-BN,

that the cancellation flow was hard to find on the Match.com website, took too many clicks to complete, was difficult to understand, left consumers mistakenly believing that they had completed the cancellation process by presenting seemingly optional questions that were not in fact optional, had a password wall that blocked members from cancelling, and had been that way for at least 10 years. *Id.* Match's cancellation flow also had misleading text in the middle of the cancellation flow that states "Before you go" above a survey – misleading consumers into thinking the cancellation is complete and the survey is optional, when in fact consumers needed to continue past the survey to actually cancel. MATCHFTC604757. Match has had a flawed password reset mechanism that also prevented consumers from simply canceling their account if they had forgotten their password. MATCHFTC465940, MATCHFTC752185. Consumers have complained consistently about Match's misleading cancellation process to the company, and it was aware of and agreed that the process was misleading, but it decided not to fix the cancellation process, instead keeping it as a profit center. MATCHFTC312903, MATCHFTC313402, MATCHFTC320168, MATCHFTC336923, MATCHFTC369268, MATCHFTC519412. To the extent Match produces responsive documents and answers in discovery, the FTC may supplement this answer.

INTERROGATORY NO. 3: Identify and Describe the harm to consumers that You contend resulted from the alleged lack of a simple online cancellation method, Including how the damages caused by that harm were calculated, the number of users that You believe were unable to cancel their subscription as a result of the alleged lack of a simple cancellation method, and the amount of harm/damages per user.

ANSWER:

The FTC objects to this Interrogatory on the grounds that it is overbroad, unduly burdensome, and premature as it asks for information that will be obtained during discovery from documents that are in Match's possession and is therefore inconsistent with the Court's

scheduling order. No part of this response should be interpreted or construed as a limit on the materials or arguments the FTC will present at trial.

As you acknowledged in our August 24 conference on MGI's Motion to Compel, the FTC is not currently in a position to provide specific calculations because, among other things, it lacks the updated data regarding Count V requested in its June 3, 2022 First Set of Requests for Production of Documents.

Match's failure to provide simple cancelation mechanisms caused consumers to be unable to cancel their subscription or led them to incorrectly believe they had cancelled their subscription when they in fact had not. This harmed consumers by causing unwanted and unauthorized charges. Match's failure to provide simple mechanisms also caused damages to consumers who had to contact Match to cancel their subscription or seek a refund because their cancellation attempt was unsuccessful. The harm related to such contact and seeking a refund is the value of these consumers' lost time.

The number of users who were unable to cancel their subscription as a result of Match's failure to provide simple cancelation mechanisms will be determined by, among other things, documents and records in Match's possession that the FTC has requested through discovery, including website usage records, billing records, and complaint data.¹ Similarly, the amount of harm and damages per user will be calculated using, among other things, data and records in

¹ The FTC's contention is that all consumers who were unable to cancel their subscription were harmed, not merely consumers who complained to Match.

Match's possession that the FTC has requested in its discovery, including website usage records, billing records, and complaint data.²

The relevant time period for this calculation begins with the earliest period permitted by the statute up to and including the present day. 15 U.S.C § 57b.

INTERROGATORY NO. 4: State whether You contend that the Match.com methods of cancelation other than the Online Cancelation Flow (Including online chat, telephone, mail, and fax) are not simple, and explain why You contend each method is simple or not simple, Including a description of all facts supporting Your contentions.

ANSWER:

The FTC alleges in Count V that “Defendants have failed to provide simple mechanisms for a consumer to stop recurring charges from being placed on the consumer’s credit card, debit card, bank account, or other financial account.” This contention is not limited to any particular method of cancelation, but to the service as a whole. To the extent that this Interrogatory requests further information, FTC objects on the grounds that it is overbroad, vague, unduly burdensome, and not proportional to the needs of the case. The FTC also objects to the Request to the extent it implies that every method of cancelation must not be simple in order for a company to violate ROSCA. The FTC further objects to this Interrogatory on the grounds that it is premature as it asks for information that will be obtained during discovery from documents that are in Match’s possession and is therefore inconsistent with the Court’s scheduling order. No part of this response should be interpreted or construed as a limit on the materials or arguments the FTC will present at trial.

² The estimates of the number of consumers harmed and per consumer harm in the FTC’s initial response to this interrogatory was based on incomplete data and was intended to estimate for mediation or settlement purposes the amount of harm at issue.

ANSWER:

The FTC responds that this interrogatory seeks irrelevant information as the FTC does not need to show what a simple mechanism would look like to establish that Match's flow was not simple. Moreover, because there are any number of Online Cancellation Flows that MGI could offer that would be simple, it is simply not feasible for the FTC to provide a description of every possible Online Cancellation Flow MGI could offer that is simple. The FTC contends that an adequately disclosed one-click cancellation process would be simple. The FTC has also provided guidance that cancellation mechanism for negative option plans should be "at least as easy to use as the method the consumer used to initiate the negative option feature." *See* 86 Fed. Reg. 60822.

Furthermore, the changes to the Online Cancellation Flow that the FTC would find acceptable in a settlement is subject to the attorney client privilege and deliberative process privilege and the work product doctrine and is not the proper subject of an interrogatory. Last, the FTC has already described, repeatedly and in detail, specific problems with Online Cancellation Flow, problems that MGI has been aware of and could remedy. *See* Answers to Nos. 1, 2, 5, and 7. The FTC may supplement this answer to the extent it obtains additional responsive documents from Match or Match Group, LLC.

Date: September 7, 2022

/s/ M. HASAN AIJAZ

REID TEPFER

M. HASAN AIJAZ

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FEDERAL TRADE COMMISSION

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF TEXAS
DALLAS DIVISION

FEDERAL TRADE COMMISSION, : Civil Action
Plaintiff, : Case No. 3:19-cv-02281-K
vs. :
MATCH GROUP, INC., a corporation, :
MATCH GROUP, LLC, formerly
MATCH.COM, LLC, a Limited :
Liability Company,
:
Defendant.

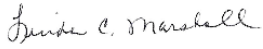
Deposition of BIKRAM BANDY, taken on behalf of
Defendant, by Chad Hummel, of Sidley Austin, LLP, at 1501 K
Street, NW, Washington, D.C., commencing at 10:09 a.m., on
October 24, 2022, before Linda C. Marshall, RPR.

APPEARANCES:

FOR THE PLAINTIFF: M. HASAN AIJAZ, Esquire
Federal Trade Commission

FOR THE DEFENDANT: CHAD HUMMEL, Esquire
Sidley Austin, LLP

<p>1 A I don't remember how many emails I saw.</p> <p>2 Q More than one?</p> <p>3 A I'm not sure. I think so. But you seem to be very certain</p> <p>4 that there's only one. So, I mean, you know, I can't -- I'm,</p> <p>5 I'm trying to remember a lot, but I can't remember how many</p> <p>6 emails of that particular vintage I saw.</p> <p>7 Q That's fair. Certainly no more than a dozen, right?</p> <p>8 MR. AIJAZ: Objection, asked and answered.</p> <p>9 THE WITNESS: I don't know.</p> <p>10 BY MR. HUMMEL:</p> <p>11 Q All right. Now, in terms of -- second category would be</p> <p>12 the value of the time spent by consumers who thought they had</p> <p>13 canceled and were trying to get a refund. Is that right?</p> <p>14 A Yes.</p> <p>15 Q How would the FTC quantify that in a nonspeculative way?</p> <p>16 A Well, first, as we noted in the second amended response to</p> <p>17 interrogatories, we're not seeking the lost time portion of it</p> <p>18 anymore.</p> <p>19 Q Okay. Fair enough. So, in these initial disclosures,</p> <p>20 let's move on. I asked you for all revenue associated with</p> <p>21 attempted cancelation. And I guess my question is, that would</p> <p>22 be revenue earned from auto-renewals when the consumer claimed</p> <p>23 they had thought they canceled?</p> <p>24 A Or attempted to cancel.</p> <p>25 Q How would you -- oh, that would be the abandoned flow. So,</p> <p style="text-align: right;">Page 54</p>	<p>1 what subscriptions people had. Data on save offer acceptance.</p> <p>2 That would be useful. There's probably other factors of data</p> <p>3 that I'm not thinking about, but those are some things I can</p> <p>4 think about. Those are the things that come to mind that would</p> <p>5 be helpful.</p> <p>6 BY MR. HUMMEL:</p> <p>7 Q If you continue on page 18 of the initial disclosure,</p> <p>8 Exhibit 2, the FTC writes, this monetary relief also includes</p> <p>9 revenues generated by denying consumers refunds who sought a</p> <p>10 refund because they thought they already canceled their</p> <p>11 subscription to Match.com. Do you see that?</p> <p>12 A Mm-hmm.</p> <p>13 Q At best, what the FTC can say is, isn't this true, that</p> <p>14 this is for consumers who claim they thought they already</p> <p>15 canceled?</p> <p>16 A It is based on the complaint. That's right.</p> <p>17 Q And then you say, the FTC says, accordingly at this time,</p> <p>18 which was April 15th, 2022, the estimated injury for Count Five</p> <p>19 is at least \$8.7 million. That's a restitution amount. How is</p> <p>20 that amount calculated, if you know?</p> <p>21 A So, 3.7 million of that was the lost time amount that we're</p> <p>22 no longer seeking. And so, 5 million of that was the amounts</p> <p>23 paid by consumers who thought they had canceled but were</p> <p>24 auto-renewed.</p> <p>25 Q Five million even?</p> <p style="text-align: right;">Page 56</p>
<p>1 it's both the complaint and the abandonment statistics that</p> <p>2 you'd want to see?</p> <p>3 A Yes.</p> <p>4 MR. AIJAZ: Objection to the extent this relates to</p> <p>5 discovery disputes.</p> <p>6 MR. HUMMEL: I don't understand that objection, but</p> <p>7 it's fine.</p> <p>8 MR. AIJAZ: I'm all right.</p> <p>9 BY MR. HUMMEL:</p> <p>10 Q In calculating that number for attempted cancellations, how</p> <p>11 would you try to disaggregate the consumers who deliberately</p> <p>12 exited the cancelation flow?</p> <p>13 A I'm not sure exactly how we would do it, but -- because we</p> <p>14 just would have to look at what, what we could discern from the</p> <p>15 data that we have.</p> <p>16 Q And, and what data do you need, still, in order to quantify</p> <p>17 or attempt to quantify restitution?</p> <p>18 MR. AIJAZ: Objection, outside the scope of the notice</p> <p>19 as related to the discovery disputes.</p> <p>20 THE WITNESS: I think we would need -- we'd like</p> <p>21 website usage data, particularly on the canceled flow pages.</p> <p>22 Data on the complaints of people who called to Match to seek a</p> <p>23 refund because they thought they were auto-renewed when they</p> <p>24 thought they canceled. Data on refunds that were given to</p> <p>25 consumers and data on chargebacks. Data on subscription cost,</p> <p style="text-align: right;">Page 55</p>	<p>1 A It was a rough estimate.</p> <p>2 Q Sounds rough.</p> <p>3 A But I don't know. I don't know if the number had -- was,</p> <p>4 like, a little over or under 5 million, but it was close to</p> <p>5 5 million. And also, in terms of preparing for my testimony</p> <p>6 today, it's a lot easier for me to remember round numbers than</p> <p>7 it is for me to remember things with decimal points. So, so,</p> <p>8 with that 5 million, it was based -- it was used -- it was</p> <p>9 developed using the "thought they canceled" complaint data,</p> <p>10 which we had from the CID response, which I think went up to May</p> <p>11 of 2018 and went back to January of 2013. And it was the</p> <p>12 month -- and that was the -- that's the driver of that.</p> <p>13 And then there was some analysis done to determine how many</p> <p>14 consumers didn't get a refund. Then there was some analysis</p> <p>15 done to deal with consumers who got a partial refund under</p> <p>16 Match's policy at the time. And the math got complicated, but</p> <p>17 there was some waiting because of different refund amounts. It</p> <p>18 depended on the subscriptions. But that was high-level</p> <p>19 explanation of where that 5 million figure came from.</p> <p>20 Q Have you ever been a Match member, subscriber?</p> <p>21 A No.</p> <p>22 MR. AIJAZ: Objection as to relevance.</p> <p>23 BY MR. HUMMEL:</p> <p>24 Q Were you presently with the -- strike that. Were you</p> <p>25 present with the FTC investigator when he performed the</p> <p style="text-align: right;">Page 57</p>

<p>1 CERTIFICATE OF COURT REPORTER</p> <p>2 I, Linda C. Marshall, certify that the foregoing is a</p> <p>3 correct transcript from the record of proceedings in the</p> <p>4 above-entitled matter.</p> <p>5</p> <p>6</p> <p>7 </p> <p>8 Linda C. Marshall, RPK</p> <p>9 Official Court Reporter</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 122</p>	<p>1 Federal Trade Commission v. Match Group, Inc., Et Al.</p> <p>2 Bikram Bandy 5535418</p> <p>3 ACKNOWLEDGEMENT OF DEPONENT</p> <p>4 I, Bikram Bandy, do hereby declare that I</p> <p>5 have read the foregoing transcript, I have made any</p> <p>6 corrections, additions, or changes I deemed necessary as</p> <p>7 noted above to be appended hereto, and that the same is</p> <p>8 a true, correct and complete transcript of the testimony</p> <p>9 given by me.</p> <p>10</p> <p>11 _____</p> <p>12 Bikram Bandy Date</p> <p>13 *If notary is required</p> <p>14 SUBSCRIBED AND SWORN TO BEFORE ME THIS</p> <p>15 _____ DAY OF _____, 20____.</p> <p>16</p> <p>17 _____</p> <p>18</p> <p>19 NOTARY PUBLIC</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 124</p>
<p>1 Federal Trade Commission v. Match Group, Inc., Et Al.</p> <p>2 Bikram Bandy Job No. 5535418</p> <p>3 E R R A T A S H E E T</p> <p>4 PAGE _____ LINE _____ CHANGE _____</p> <p>5 _____</p> <p>6 REASON _____</p> <p>7 PAGE _____ LINE _____ CHANGE _____</p> <p>8 _____</p> <p>9 REASON _____</p> <p>10 PAGE _____ LINE _____ CHANGE _____</p> <p>11 _____</p> <p>12 REASON _____</p> <p>13 PAGE _____ LINE _____ CHANGE _____</p> <p>14 _____</p> <p>15 REASON _____</p> <p>16 PAGE _____ LINE _____ CHANGE _____</p> <p>17 _____</p> <p>18 REASON _____</p> <p>19 PAGE _____ LINE _____ CHANGE _____</p> <p>20 _____</p> <p>21 REASON _____</p> <p>22 _____</p> <p>23 _____</p> <p>24 Bikram Bandy Date</p> <p>25</p> <p style="text-align: right;">Page 123</p>	<p>1 maijaz@ftc.gov</p> <p>2 November 10, 2022</p> <p>3 Federal Trade Commission v. Match Group, Inc., Et Al.</p> <p>4 DEPOSITION OF: Bikram Bandy 5535418</p> <p>5 The above-referenced witness transcript is</p> <p>6 available for read and sign.</p> <p>7 Within the applicable timeframe, the witness</p> <p>8 should read the testimony to verify its accuracy. If</p> <p>9 there are any changes, the witness should note those</p> <p>10 on the attached Errata Sheet.</p> <p>11 The witness should sign and notarize the</p> <p>12 attached Errata pages and return to Veritext at</p> <p>13 errata-tx@veritext.com.</p> <p>14 According to applicable rules or agreements, if</p> <p>15 the witness fails to do so within the time allotted,</p> <p>16 a certified copy of the transcript may be used as if</p> <p>17 signed.</p> <p>18 Yours,</p> <p>19 Veritext Legal Solutions</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 125</p>

(Filed Under Seal Pursuant to Protective
Order Regarding Confidential Materials)

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

MATCH GROUP, INC., a corporation, and

MATCH GROUP, LLC, formerly known as
MATCH.COM, LLC, a limited liability
company,

Defendants.

Case No. 3:19-cv-02281-K

**PLAINTIFF'S FIRST AMENDED
INITIAL DISCLOSURES**

Plaintiff, the Federal Trade Commission ("FTC"), pursuant to Federal Rule of Civil Procedure 26(a)(1), and without waiving any privileges, makes the following initial disclosures:

1. The name and, if known, the address and telephone number of each individual likely to have discoverable information—along with the subjects of that information—that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment:

- a. Defendants and their current and former principals, officers, directors, managers, employees, agents, and representatives, each of whom Defendants can more readily identify than Plaintiff, and each of whose addresses and telephone numbers

Defendants likely have, including, but not limited to, the following:

Name	Address	Telephone Number	Subject matter (non-exhaustive list)
Dushyant Saraph	Unknown	Unknown	Match.com website features/design;

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

			Match.com user interface and experience
Marc Atwood	Unknown	Unknown	Match.com website features/design; Match.com user interface and experience; practices described in Counts III-V
Ossa Fisher	Unknown	Unknown	Marketing practices; consumer complaints; refunds; policies and procedures
Tom Cox	Unknown	Unknown	Ownership and control of Match.com; product analytics; policies and procedures
Kate Feller	Unknown	Unknown	Ownership and control of Match.com; customer complaints; policies and procedures; refunds; practices described in Counts III-V
Sharmistha Dubey	Unknown	Unknown	Ownership and control of Match.com; Match's policies and procedures; Match revenues; Match Guarantee; autorenewal practices; chargeback practices; resignation flow; practices described in Counts III-V

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

Sireesha Malireddy	Unknown	Unknown	Match.com website features/design; Match.com user interface and experience
Sushil Sharma	Unknown	Unknown	Ownership and control of Match.com; Match.com user interface and experience; resignation flow; Match Guarantee
Jeff Dawson	Unknown	Unknown	Ownership and control of Match.com; policies and procedures; customer complaints; refunds
Sydney Lam	Unknown	Unknown	Ownership and control of Match.com; Match.com user interface and experience; product design; product pricing; policies and procedures; autorenewal practices; membership resignation flow; consumer complaints; chargeback practices; refunds; practices described in Counts III-V
Brett Richards	Unknown	Unknown	Product/website design; user interface; user experience; consumer complaints; Match

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

			Guarantee; website analytics; practices described in Counts III-V
Poossenjeet Bhattacharya	Unknown	Unknown	Product design; user interface; user experience; consumer complaints; resignation flow; website analytics
Pushkar Deshmukh	Unknown	Unknown	Consumer complaints; product design; user interface
Adrian Ong	Unknown	Unknown	Ownership and control of Match.com; policies and procedures; customer complaints; customer service; payments and risk analysis; product marketing; chargeback practices; refunds; practices described in Counts III-V
Chris Haltiner	Unknown	Unknown	User interface; product design
Jim Talbott	Unknown	Unknown	Ownership and control of Match.com; Match Guarantee; fraud on Match.com platform; product design; user interface; autorenewal practices; membership resignation flow;

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

			practices described in Counts III-V.
Florian Hottier	Unknown	Unknown	Ownership and control of Match.com; Match Guarantee; policies and procedures; Match.com software design; product analytics; resignation flow; user interface; user experience; autorenewal process; practices described in Counts III-V
Jiten Vakharia	Unknown	Unknown	Ownership and control of Match.com; policies and procedures; Match.com software design; product analytics; user interface; user experience; resignation flow; autorenewal practices; practices described in Counts III-V
Casey Daniell	Unknown	Unknown	Configuration management and platform design; practices described in Counts III-V
Nazair Khan			Autorenewal practices; resignation flow; user interface and design; product design
Beth Wilson	Unknown	Unknown	Match Guarantee; customer service

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

			and complaints; Match Guarantee; policies and procedures; data analytics; Match's chargeback dispute practices; practices described in Counts III-V
Todd Carrico			application engineering; user interface and design; product analytics; practices described in Counts III-V
Pradeep Shetty	Unknown	Unknown	Policies and procedures; chargeback practices; consumer complaints; practices described in Counts III-V
Deen Ibrahim	Unknown	Unknown	Match.com website features/design; quality assurance; Match.com user interface and experience; practices described in Counts III-V.
Michele Watson	Unknown	Unknown	Ownership and control of Match.com; Match Guarantee; customer service; Match's chargeback dispute practices; consumer complaints; policies and procedures; practices described in Counts III-V
LaShonda Pero	Unknown	Unknown	Consumer complaints; policies

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

			and procedures; customer care; employee training; Match guarantee; autorenewal practices; practices described in Counts III-V
Anastasia Burman	Unknown	Unknown	Match Guarantee; policies and procedures; customer care; consumer complaints; policies and procedures.
Kris Auderer	Unknown	Unknown	Ownership and control of Match.com; Match Guarantee; customer service; customer complaints; Match's chargeback dispute practices; autorenewal practices; resignation flow; policies and procedures; practices described in Counts III-V
Nikki Elliott	Unknown	Unknown	Product design; analytics; user interface
Angela Freeborn	Unknown	Unknown	Ownership and control of Match.com; sales and marketing
Melissa Clinchy	Unknown	Unknown	Ownership and control of Match.com; consumer complaints; policies and procedures; Match Guarantee;

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

			autorenewal practices; resignation flow; practices described in Counts III-V
Richard Leopold	Unknown	Unknown	User interface and design; product design
Bryan Jewell	Unknown	Unknown	Ownership and control of Match.com; policies and procedures; customer complaints; refunds; practices described in Counts III-V
Margaret Ochoa	Unknown	Unknown	Advertising and marketing; Match Guarantee
Giridar Tandriv	Unknown	Unknown	Match.com subscription figures; consumer complaints; practices described in Counts III-V
Jeff Rosenzweig	Unknown	Unknown	Ownership and control of Match.com; Match Guarantee; customer relationship management software; customer service; product features; website design; advertising and marketing; policies and procedures; Match Guarantee; practices described in Counts III-V

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

Shamika Naik	Unknown	Unknown	Platform communications
Laurie Braddock	Unknown	Unknown	Ownership and control of Match.com; role of Match Group Inc. in operating Match.com; Match Guarantee; policies and procedures; consumer chargebacks; autorenewal policies; consumer refunds; consumer complaints; practices described in Counts III-V
Rachel Walzl	Unknown	Unknown	Resignation flow; user interface and design
Alexis Ferraro	Unknown	Unknown	Advertising and marketing; Match Guarantee
Krystal Roloff	Unknown	Unknown	Customer support; consumer complaints; Match Guarantee; chargeback practices; autorenewal practices; practices described in Counts III-V
Sam Yagan	Unknown	Unknown	Ownership and control of Match.com; Match Guarantee; autorenewal practices
Brittany Perez	Unknown	Unknown	Consumer complaints; policies and procedures
Shamika Naik	Unknown	Unknown	Product analytics

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

Girdar Tandriv	Unknown	Unknown	Product analytics; user interface and design
Matthew Bartoe	Unknown	Unknown	Platform design; user interface and design; practices described in Counts III-V
Ian Purves	Unknown	Unknown	Product analytics; user interface and design; payments and risk; practices described in Counts III-V
Amarnath Thombre	Unknown	Unknown	Ownership and control of Match.com; policies and procedures; Match Guarantee; autorenewal practices; consumer complaints; practices described in Counts III-V
Andrew Hemmings	Unknown	Unknown	practices described in Counts III-V
Matt Knight	Unknown	Unknown	Consumer complaints; application engineering; user interface and design; practices described in Counts III-V
Tony Bowari	Unknown	Unknown	Platform design; practices described in Counts III-V
Jeff McLure	Unknown	Unknown	Application engineering; practices described in Counts III-V
Jennifer Hinkie	Unknown	Unknown	Data analytics; user interface

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

Mandy Ginsberg	Unknown	Unknown	Ownership and control of Match.com; resignation flow; Match Guarantee; consumer complaints; policies and procedures; chargeback practices; autorenewal practices; practices described in Counts III-V
Ivan Yong	Unknown	Unknown	Product design; user interface and design
Brett Williams	Unknown	Unknown	Match.com website features/design; application engineering; Match.com user interface and experience; consumer complaints; practices described in Counts III-V
Charles German	Unknown	Unknown	Ownership and control of Match.com; revenue from practices described in Counts III-V
Steven Bailey	Unknown	Unknown	Ownership and control of Match.com; revenue from practices described in Counts III-V; payments between Match Group Inc. subsidiaries; practices described in Counts III-V.

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

Shonda Pero	Unknown	Unknown	Match Guarantee; customer service; policies and procedures; practices described in Counts III-V.
Atin Kulkarni	Unknown	Unknown	Match Guarantee; customer complaints; product analytics
Gary Snyder	Unknown	Unknown	Risk analysis; consumer complaints
Nikhil Nilakantan	Unknown	Unknown	Product design
Dinh Thi Bui	Unknown	Unknown	Resignation flow; autorenewal practices; product design; consumer complaints; user interface
Ramanand Reddi	Unknown	Unknown	Product design; user interface; product analytics; user interface and experience
Jeremy Ruggaber	Unknown	Unknown	Product design; user interface; consumer complaints; practices described in Counts III-V
Atin Kulkarni	Unknown	Unknown	Consumer complaints; Match Guarantee; policies and procedures
Rose Phommachanh	Unknown	Unknown	Consumer complaints; Match Guarantee; policies and procedures
Garland Frye	Unknown	Unknown	Software engineering; Match web/mobile apps;

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

			platform design; user interface
Christopher Conner	Unknown	Unknown	Software engineering; web/mobile apps; platform design; user interface
Greg Blatt	Unknown	Unknown	Ownership and control of Match.com; resignation flow; Match Guarantee; consumer complaints; policies and procedures; chargeback practices; autorenewal practices; practices described in Counts III-V
Leslie Sucur	Unknown	Unknown	Software engineering; web/mobile apps; platform design; user interface
Anna Schneider	Unknown	Unknown	Software engineering; web/mobile apps; user interface
Alicia Knight	Unknown	Unknown	Marketing and advertising; user interface and design
Anthony Fratiani	Unknown	Unknown	User interface and design
Cameron Bates	Unknown	Unknown	marketing analytics
Jessica Conant	Unknown	Unknown	Autorenewal practices; product development; marketing; practices described in Count III
Judy Li	Unknown	Unknown	Ownership and control of Match.com;

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

			Platform fraud; data analytics; platform troubleshooting
Stephanie Davis	Unknown	Unknown	Defect reporting; sales and reporting; fraud on platform
Francisco Bonilla	Unknown	Unknown	a/b testing; autorenewal practices; chargeback practices; cancellation flow;
Dan Badrian	Unknown	Unknown	a/b testing; data mining; user behavior
Jessica Johnson	Unknown	Unknown	a/b testing; marketing and advertising; fraud on platform
Thiago Costa	Unknown	Unknown	Fraud on platform; autorenewal practices; product development; marketing; practices described in Count III
John Rowan	Unknown	Unknown	Password reset issues; marketing emails
David Penton	Unknown	Unknown	Account access; account security
Vincent Galeraud	Unknown	Unknown	Ownership and control of Match.com; customer service; customer complaints; refunds; policies and procedures
Leah Mikulenska	Unknown	Unknown	Chargeback policies; consumer complaints; refunds; policies and procedures;

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

			Practices described in Count IV
--	--	--	------------------------------------

- b. Current and former principals, officers, directors, managers, employees, agents, and representatives of any third party that have implemented, executed, evaluated, tested, or created any advertising, marketing, or disclosures relating to Defendants' online dating service Match.com or other Match Group Inc. dating platforms, each of whom Defendants can more readily identify than plaintiff, and each of whose addresses and telephone numbers Defendants likely have, are likely to have information relating to the practices at issue in the complaint;
- c. Current and former principals, officers, directors, managers, employees, agents, and representatives of any third party that have evaluated, analyzed, responded to consumer communications or complaints on Defendants' behalf relating to Defendants' online dating service Match.com or other Match Group Inc. dating platforms, each of whom Defendants can more readily identify than plaintiff, and each of whose addresses and telephone numbers Defendants likely have, are likely to have information relating to the practices at issue in the complaint;
- d. Current and former principals, officers, directors, managers, employees, agents, and representatives of any third party that have implemented, executed, evaluated, tested, or created any billing practices, refund policies or procedures, chargeback policies or procedures, subscription model, or cancellation process relating to Defendants' online dating service Match.com or other Match Group Inc. dating platforms, each of whom Defendants can more readily identify than plaintiff, and each of whose addresses and

telephone numbers Defendants likely have, are likely to have information relating to the practices at issue in the complaint;

- e. Consumers who subscribed to Match.com and were affected by the practices at issue, including those whose complaints were collected in the FTC's Consumer Sentinel database and whose information will be provided upon entry of an appropriate protective order in this matter protecting their personally identifiable information.
- f. FTC investigators and employees, including investigator Brent McPeck, located at 1999 Bryan St., Ste. 2150, Dallas, Texas 75201, and investigators formerly employed by the FTC, including Matthew Thacker and Taelor Hardesty, who can be reached through FTC counsel.

The FTC identifies these individuals based on its investigation of this matter so far. The FTC reserves its right to supplement these disclosures should it learn of other individuals likely to have discoverable information on which it may rely to support its claims.

2. A copy—or a description by category and location—of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody, or control and may use to support its claims or defenses, unless the use would be solely for impeachment:

The FTC may use documents and information it obtains from Defendants in discovery in this case as well as the following documents currently in its possession, custody, or control to support its claims, all of which are located at 1999 Bryan St. Ste. 2150, Dallas, Texas 75201 or stored electronically on the FTC's server:

- a. Consumer complaints about Defendants;
- b. Consumer communications with Defendants;

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

- c. Documents related to consumer communications with Defendants;
- d. Defendants' internal correspondence;
- e. Defendants' internal analyses and policies regarding complaints, inquiries, compliance, advertising, and marketing;
- f. Defendants' presentations about complaints, inquiries, compliance, advertising, and marketing;
- g. Defendants' training materials and scripts about complaints, inquiries, compliance, and customer service;
- h. Data and documents relating to the practices at issue in the complaint;
- i. Screenshots, current and historical, of (i) Defendants' website, www.match.com, (ii) websites on which Defendants have advertised, and (iii) websites of other online platforms;
- j. Documents that Defendants have filed with the Securities and Exchange Commission; and
- k. Other documents and information Defendants produced to Plaintiff in response to Plaintiff's March 2017 Civil Investigative Demand to Defendant and other documents or information Defendants submitted to the Commission in connection with Plaintiff's investigation.

The FTC identifies these documents based on its investigation of this matter so far. The FTC reserves its right to supplement these disclosures should it learn of other documents likely to contain discoverable information on which it may rely to support its claims.

3. A computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying as under Rule 34 the

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered:

Section 19(b) of the FTC Act, 15 U.S.C. § 57b(b), authorizes the Commission to seek and the Court to award relief necessary to redress injury to consumers or other persons, partnerships, and corporations resulting from the rule violation or the unfair or deceptive act or practice. This includes the rescission or reformation of contracts, the refund of money or return of property, the payment of damages, and public notification respecting the rule violation alleged in Count V. This monetary relief is in addition to injunctive relief on the remaining three counts (Counts III-V), which is authorized by Section 13(b) of the FTC Act, 15 U.S.C. § 53(b).

Based on information currently available, monetary relief in this case includes consumer injury associated with Defendant's failure to provide consumers a simple method of canceling its recurring charges, including all revenue associated with any attempted cancellation or any failure to provide a simple cancellation mechanism. This monetary relief also includes revenues generated by denying consumers refunds who sought a refund because they thought they already canceled their subscription to Match.com. Accordingly, the total estimated injury at this time for Count V is at least \$8.7 million.

In addition to this monetary relief, civil penalties available in this action relate to Defendant's failure to provide a simple method of canceling its recurring charges. In calculating civil penalties relating to a rule violation, "each day of continuance of such failure shall be treated as a separate violation," and "[i]n determining the amount of such civil penalty, the court shall take into account the degree of culpability, any history of prior such conduct, ability to pay, effect on ability to continue to do business, and such other matters as justice may require." 15

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

U.S.C. § 45(m)(1)(c). Computation of the scope of monetary relief will be based principally on data associated with Defendant's responses to Plaintiff's March 2017 Civil Investigative Demand, which is maintained in paper form in the FTC's offices at 1999 Bryan St. Ste. 2150, Dallas, Texas 75201 or electronically on the FTC's server, and future discovery obtained from Defendant.

4. For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment:

Plaintiff is not aware of any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in this action or to indemnify or reimburse for payments made to satisfy a judgment.

Date: April 28, 2023

/s/ REID TEPFER

REID TEPFER

M. HASAN AIJAZ

SARAH ZUCKERMAN

JOHN R. O'GORMAN

ERICA ROLLINS HILLIARD

JASON C. MOON

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FEDERAL TRADE COMMISSION

PLAINTIFF'S FIRST AMENDED INITIAL DISCLOSURES

CERTIFICATE OF SERVICE

I, M. Hasan Aijaz, certify that, on April 28, 2023, I served the foregoing Plaintiff's First Amended Initial Disclosures by email on the following counsel of record at the email addresses listed below:

chummel@sidley.com
tbragg@sidley.com
bmundel@sidley.com
cpriest@sidley.com
angela.zambrano@sidley.com

*Attorneys for Defendants
Match Group, Inc. and Match Group, LLC*

By: /s/ M. Hasan Aijaz

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

MATCH GROUP, INC., a corporation, and

MATCH GROUP, LLC, formerly known as
MATCH.COM, LLC, a limited liability
company,

Defendants.

Case No. 3:19-cv-02281-K

**PLAINTIFF'S FOURTH AMENDED
RESPONSES TO DEFENDANT'S
FIRST SET OF INTERROGATORIES**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, and subject to the general and specific objections set forth below, Plaintiff, the Federal Trade Commission ("FTC") responds to Defendant Match Group Inc.'s ("Match" or "MGI") First Set of Interrogatories.

I. GENERAL OBJECTIONS

- 1. Compound Interrogatories.** Plaintiff objects to interrogatories that contain discrete requests and therefore constitute compound interrogatories. Including subparts, no more than twenty-five interrogatories may be given without a leave of court. Fed. R. Civ. P. 33(a). "[W]here the first question can be answered fully and completely without answering the second question, then the second question is totally independent of the first and not factually subsumed within it." *FTC v. Think All Pub LLC*, No. 4:07-CV-011, 2008 WL 687455, *1 (E.D. Tex. 2008).
- 2. Blockbuster Interrogatories.** Plaintiff objects to Match's impermissible "blockbuster interrogatories" seeking *all* facts without regard for materiality, proportionality, time, and

caught violating the Act, respondents must expect some fencing in.”); *FTC v. Ruberoid Co.*, 343 U.S. 470, 473 (1952) (holding that the FTC “cannot be required to confine its road block to the narrow lane the transgressor has traveled; it must be allowed effectively to close all roads to the prohibited goal, so that its order may not be by-passed with impunity.”); *Kraft, Inc. v. FTC*, 970 F.2d 311, 326 (7th Cir. 1992) (describing factors used to assess appropriateness of “fencing-in” relief) (citations omitted). The FTC directs Defendants to **Attachment A**, which is a proposed order containing the precise injunctive relief the FTC seeks.

The FTC may supplement this answer as permitted by the Federal Rules. No part of this response should be interpreted or construed as a limit on the materials or arguments the FTC will present at trial.

INTERROGATORY NO. 3: Identify and Describe the harm to consumers that You contend resulted from the alleged lack of a simple online cancellation method, Including how the damages caused by that harm were calculated, the number of users that You believe were unable to cancel their subscription as a result of the alleged lack of a simple cancellation method, and the amount of harm/damages per user.

ANSWER:

As you acknowledged in our August 24, 2022 conference on MGI’s Motion to Compel, the FTC’s calculations are dependent on Defendants providing accurate and reliable billing and click-through data regarding users who attempted to cancel their subscription. Moreover, the produced data is current only through December 2022, and the harm is ongoing.²

Match’s failure to provide simple cancelation mechanisms caused users to unsuccessfully attempt to cancel their subscription or led them to believe they had cancelled their subscription

² The FTC notes that this interrogatory has an implicit, and incorrect, assumption that the FTC is seeking monetary relief for all users who were unable to cancel their subscription because of Defendants’ failure to provide simple cancellation mechanisms. Specifically, the interrogatory requests that the FTC state “the number of users that You believe were unable to cancel their

when they in fact had not. This harmed users by causing unwanted and unauthorized charges after their attempt to cancel their subscription. Users were also harmed by the time lost seeking refunds, disputing charges with their financial institutions, and in using non-simple mechanisms to cancel, although the FTC has not included this harm in its calculation.

In response to the FTC's request for data regarding individual attempts by users to cancel, Defendants have produced the data in MATCHFTC846469. According to that data, since October 2016, 7,701,958 users have entered the cancellation flow to cancel their subscription, as shown by the number of users that visited the webpage associated with pagecode 189 on the match.com website. Of those users, 122,235 accepted a save offer and 6,154,160 successfully cancelled their subscription using the online flow. The FTC contends that the remaining 1,425,563 users did not cancel their subscription because of Defendants' failure to offer simple mechanisms to cancel.³

The relevant time period for the consumer injury calculation begins October 2016 and continues to the present day. *See* 15 U.S.C § 57b. The FTC estimates that the total monetary harm attributable to Defendants' failure to provide simple cancellation mechanisms as of

subscription as a result of the alleged lack of a simple cancelation method." However, not all such users are included in the monetary relief calculations. For example, the calculation does not include users that Match did not charge autorenewal fees (because they later successfully cancelled or for any other reason) or who have already recouped the charged fees, through refunds or chargebacks.

³ These users have been harmed by Defendants' failure to offer simple mechanisms to cancel their subscription, including through direct financial loss of autorenewal fees, time lost seeking refunds, disputing charges with their financial institutions, and in using non-simple mechanisms to cancel. Some were able to recoup some or all of their direct financial loss of autorenewal fees through refunds and chargebacks. Others were able to avoid direct financial loss by cancelling their subscriptions before renewal through a mechanism other than the online flow or because they were not charged a renewal fee because their credit cards had expired. While the FTC is seeking monetary relief only for those users who suffered direct financial harm, the FTC is seeking injunctive relief that would prevent harm to all of Defendants' users.

December 2022 is \$68,607,100.43.⁴ The FTC calculates this amount based on the billing data produced in MATCHFTC846516 by totaling the amounts of money Defendants collected from users who exited the cancellation flow and subtracting the amounts that individuals recouped through refunds and chargebacks.

This data also specifies how many users exited the cancellation flow on each particular page of Match.com's online cancellation flow and then identifies the amount of revenue (calculated by autorenewal fees minus refunds and chargebacks) that Defendants later collected from those users through unauthorized renewal fees. The harm on a per-page basis is attributable as follows:⁵

Password Wall:	\$25,228,818.20
Post-Password Wall:	\$33,051,378.49 ⁶
First Survey Page:	\$3,887,455.88
Save Offer:	\$4,936,682.55
Second Survey:	\$1,502,765.31

The FTC is currently unable to provide an estimate of harm per user because Defendants have failed to produce information necessary for such an assessment. Specifically, although

⁴ The FTC's initial response to this interrogatory included estimates based on incomplete data and intended for mediation or settlement purposes of the amount of harm at issue. After meeting and conferring with counsel for Defendants, Defendants provided updated data, which has allowed the FTC to amend its response herein with a more accurate estimate.

⁵ Tens of thousands of individuals did not effectively cancel their membership despite having viewed the cancellation confirmation page. *See* MATCHFTC846519. The FTC has not received updated dollar values of the amount that Defendants collected from these users, and the FTC reserves the right to include these amounts in its calculation of user harm.

⁶ Users are presented with two hyperlinks on this page, one that continues the cancellation process and another that sends users to a subscription status page. The FTC has requested, but Defendants have not produced, data related to users that click on the "subscription status"

Defendants have produced a total volume of refunds, they have not shown how many users received total refunds or were fully compensated through chargebacks or a combination of chargebacks and refunds. Without this data, the FTC does not have a denominator—the number of users—with which to calculate harm per user.

INTERROGATORY NO. 4: State whether You contend that the Match.com methods of cancellation other than the Online Cancellation Flow (Including online chat, telephone, mail, and fax) are not simple, and explain why You contend each method is simple or not simple, Including a description of all facts supporting Your contentions.

ANSWER:

The FTC alleges in Count V that “Defendants have failed to provide simple mechanisms for a consumer to stop recurring charges from being placed on the consumer’s credit card, debit card, bank account, or other financial account.” This contention is not limited to any particular method of cancellation, but to the service as a whole. To the extent that this Interrogatory requests further information, FTC objects on the grounds that it is overbroad, vague, unduly burdensome, and not proportional to the needs of the case. The FTC also objects to the Request to the extent it implies that every method of cancellation must not be simple in order for a company to violate ROSCA. The FTC further objects to this Interrogatory on the grounds that it

hyperlink. The FTC is willing, and has informed Defendants, that—if Defendants produce the necessary data—it would reduce its calculation of monetary relief by the amount of autorenewal fees net of refunds and chargebacks attributable to users that clicked on the “subscription status” link.

Similarly, if Defendants were to produce this data, the FTC would reduce its estimate of harm attributable to the net autorenewal fees attributable to the Password Wall page by the proportion of users that clicked the “subscription status” link on the Post-Password Wall page. For example, if X% of users that visited the Post-Password Wall page clicked on the hyperlink, the FTC would exclude the net autorenewal fees of those X% of users from its estimate of monetary harm and would also reduce its estimate of harm attributable to the Password Wall page by X%. The FTC reserves the right to update its calculations related to these pages if and when Defendants produce this requested data.

MATCHFTC_Sample0000985, MATCHFTC537085, MATCHFTC406132,
MATCHFTC397577, MATCHFTC404741, MATCHFTC521509, MATCHFTC405364,
MATCHFTC298594, MATCHFTC601035, MATCHFTC766621,
MATCHFTC_Sample0000307, MATCHFTC643460, MATCHFTC603553, (email records of
MGI executives involved in and directing business operations).

Date: May 25, 2023

/s/ REID TEPFER
REID TEPFER
M. HASAN AIJAZ
SARAH ZUCKERMAN (admitted pro hac vice)
JOHN R. O'GORMAN (admitted pro hac vice)
ERICA ROLLINS HILLIARD
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Attorneys for Plaintiff
FEDERAL TRADE COMMISSION

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

MATCH GROUP, INC., a corporation, and

MATCH GROUP, LLC, formerly known as
MATCH.COM, LLC, a limited liability
company,

Defendants.

Case No. 3:19-cv-02281-K

**PLAINTIFF'S FIFTH AMENDED
RESPONSES TO DEFENDANT'S
FIRST SET OF INTERROGATORIES**

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, and subject to the general and specific objections set forth below, Plaintiff, the Federal Trade Commission ("FTC") submits this amended response to Defendant Match Group Inc.'s ("Match" or "MGI") First Set of Interrogatories.

I. GENERAL OBJECTIONS

- 1. Compound Interrogatories.** Plaintiff objects to interrogatories that contain discrete requests and therefore constitute compound interrogatories. Including subparts, no more than twenty-five interrogatories may be given without a leave of court. Fed. R. Civ. P. 33(a). "[W]here the first question can be answered fully and completely without answering the second question, then the second question is totally independent of the first

5. Attorney Client Privilege, Deliberative Process Privilege, and Attorney Work

Product Doctrine. Plaintiff generally objects to Match's requests to Plaintiff insofar as these seek, directly or indirectly, information subject to the attorney client privilege, deliberative process privilege or work product doctrine.

6. Scope of Discovery. Plaintiff objects to Match's Interrogatories to the extent that the instructions and definitions attempt to impose upon the Plaintiff obligations greater than those required by the Federal Rules of Civil Procedure.

INTERROGATORY NO. 3: Identify and Describe the harm to consumers that You contend resulted from the alleged lack of a simple online cancellation method, Including how the damages caused by that harm were calculated, the number of users that You believe were unable to cancel their subscription as a result of the alleged lack of a simple cancellation method, and the amount of harm/damages per user.

ANSWER:

As you acknowledged in our August 24, 2022 conference on MGI's Motion to Compel, the FTC's calculations are dependent on Defendants providing accurate and reliable billing and click-through data regarding users who attempted to cancel their subscription. Moreover, the produced data is current only through December 2022, and the harm is ongoing.²

Match's failure to provide simple cancelation mechanisms caused users to unsuccessfully attempt to cancel their subscription or led them to believe they had cancelled their subscription

² The FTC notes that this interrogatory has an implicit, and incorrect, assumption that the FTC is seeking monetary relief for all users who were unable to cancel their subscription because of Defendants' failure to provide simple cancellation mechanisms. Specifically, the interrogatory requests that the FTC state "the number of users that You believe were unable to cancel their subscription as a result of the alleged lack of a simple cancelation method." However, not all such users are included in the monetary relief calculations. For example, the calculation does not include users that Match did not charge autorenewal fees (because they later successfully cancelled or for any other reason) or who have already recouped the charged fees, through refunds or chargebacks.

when they in fact had not. This harmed users by causing unwanted and unauthorized charges after their attempt to cancel their subscription. Users were also harmed by the time lost seeking refunds, disputing charges with their financial institutions, and in using non-simple mechanisms to cancel, although the FTC has not included this harm in its calculation.

In response to the FTC's request for data regarding individual attempts by users to cancel, Defendants have produced the data in MATCHFTC846469. According to that data, since October 2016, 7,701,958 users have entered the cancellation flow to cancel their subscription, as shown by the number of users that visited the webpage associated with pagecode 189 on the match.com website. Of those users, 122,235 accepted a save offer and 6,154,160 successfully cancelled their subscription using the online flow. The FTC contends that the remaining 1,425,563 users did not cancel their subscription because of Defendants' failure to offer simple mechanisms to cancel.³

The relevant time period for the consumer injury calculation begins October 2016 and continues to the present day. *See* 15 U.S.C § 57b. The FTC estimates that the total monetary harm attributable to Defendants' failure to provide simple cancellation mechanisms as of

³ These users have been harmed by Defendants' failure to offer simple mechanisms to cancel their subscription, including through direct financial loss of autorenewal fees, time lost seeking refunds, disputing charges with their financial institutions, and in using non-simple mechanisms to cancel. Some were able to recoup some or all of their direct financial loss of autorenewal fees through refunds and chargebacks. Others were able to avoid direct financial loss by cancelling their subscriptions before renewal through a mechanism other than the online flow or because they were not charged a renewal fee because their credit cards had expired. In addition to the users represented in this calculation, other users were harmed because, for example, they took multiple attempts to cancel and only cancelled at their final attempt. While the FTC is seeking monetary relief only for those users who suffered direct financial harm, the FTC is seeking injunctive relief that would prevent harm to all of Defendants' users.

December 2022 is \$51,118,804.92.⁴ The FTC calculates this amount based on the billing data produced in MATCHFTC846511 by totaling the amounts of money Defendants collected from users who exited the cancellation flow, subtracting the amounts that individuals recouped through refunds and chargebacks, and applying a deduction to account for users who clicked on the “subscription status” option, as further described below.

This data also specifies how many users exited the cancellation flow on each particular page of Match.com’s online cancellation flow and then identifies the amount of revenue (calculated by autorenewal fees minus refunds and chargebacks) that Defendants later collected from those users through unauthorized renewal fees. The harm on a per-page basis is attributable as follows:

Password Wall:	\$25,228,818.20
Post-Password Wall:	\$15,563,082.98 ⁶
First Survey Page:	\$3,887,455.88
Save Offer:	\$4,936,682.55
Second Survey:	\$1,502,765.31

The FTC is currently unable to provide an estimate of harm per user because Defendants have failed to produce information necessary for such an assessment. Specifically, although

⁴ The FTC’s initial response to this interrogatory included estimates based on incomplete data and intended for mediation or settlement purposes of the amount of harm at issue. After meeting and conferring with counsel for Defendants, Defendants provided updated data, which has allowed the FTC to amend its response herein with a more accurate estimate.

⁶ Users are presented with two hyperlinks on this page, one that continues the cancellation process and another that sends users to a “subscription status” page. The FTC reduced its calculation of monetary relief by the amount of autorenewal fees net of refunds and chargebacks attributable to users that clicked on the “subscription status” link. Specifically, FTC took the number of users that only clicked “subscription status,” divided that number by the number of users that exited the cancellation flow on this page to derive a percentage, multiplied that

Defendants have produced a total volume of refunds, they have not shown how many users received total refunds or were fully compensated through chargebacks or a combination of chargebacks and refunds. Without this data, the FTC does not have a denominator—the number of users—with which to calculate harm per user.

Date: July 27, 2023

/s/ Jason C. Moon

REID TEPFER

M. HASAN AIJAZ

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ehilliard@ftc.gov; jmoon@ftc.gov

Attorneys for Plaintiff

FEDERAL TRADE COMMISSION

percentage by the net cash that Match collected from users exiting the cancelation flow in this page, and then subtracted that amount from the estimate of harm.

CONFIDENTIAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

FEDERAL TRADE COMMISSION,)
)
Plaintiff,)
) Civil Action
vs.) No.
) 3:19-cv-02281
MATCH GROUP, INC., MATCH) -K
GROUP, LLC, formerly known)
as MATCH.COM, LLC,)
)
Defendants.)
-----)

CONFIDENTIAL

Thursday, August 10, 2023
10:06 a.m.

Remote Zoom Videotaped Deposition of
KIMBLEANN VERDI, held before Stacey L. Daywalt,
a Court Reporter and Notary Public of the
District of Columbia.

Page 1

CONFIDENTIAL

1	A P P E A R A N C E S:	1	INSTRUCTION NOT TO ANSWER
2	(All appearances via remote Zoom)	2	PAGE LINE
3		3	16 22
4	Attorneys for Plaintiff:	4	18 15
5	FEDERAL TRADE COMMISSION	5	
6	BY: JASON C. MOON, ESQ.	6	
7	REID ABRAM TEPFER, ESQ.	7	
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21		21	
22	ALSO PRESENT:	22	
23	SAMUEL KITCHENS,	23	
24	Match in-house counsel	24	
25	SAM FRANCIS, Videographer	25	
	Page 2		Page 4
1	-----I N D E X-----	1	THE VIDEOGRAPHER: Good morning,
2	WITNESS EXAMINATION BY PAGE	2	everyone. We're going on the record at
3		3	10:06 a.m. on August 10, 2023.
4	KIMBLEANN VERDI BY MS. PRIEST 7	4	Please note that this deposition is
5		5	being conducted virtually. Quality of
6	-----EXHIBITS-----	6	recording depends on the quality of the camera
7	EXHIBITS PAGE LINE	7	and Internet connection of participants. What
8	Exhibit 1	8	is seen from the witness and heard on screen is
9	Amended Verdi Calculation Notes 19 23	9	what will be recorded. Audio and video
10		10	recording will continue to take place unless
11	Exhibit 2	11	all parties agree to go off the record.
12	Plaintiff's Third Amended Initial	12	This is Media Unit 1 of the video
13	Disclosures 24 9	13	recorded deposition of Ms. Kim Verdi taken in
14		14	the matter of Federal Trade Commission versus
15	Exhibit 3	15	Match Group, Inc., et al. filed in the United
16	Plaintiff's Fourth Amended Initial	16	States District Court for the Northern District
17	Disclosures 28 6	17	of Texas, Dallas Division, Case
18		18	No. 3:19-cv-02281-K.
19	Exhibit 4	19	This deposition is being conducted
20	Spreadsheet	20	remotely using virtual technology. My name is
21	MATCHFTC846944 43 18	21	Sam Francis representing Veritext Legal
22		22	Solutions, and I'm the videographer.
23	Exhibit 5	23	The court reporter today is
24	Spreadsheet	24	Ms. Stacey Daywalt from the firm Veritext Legal
25	MATCHFTC846945 55 10	25	Solutions.
	Exhibit 6		
	Spreadsheet		
	MATCHFTC864469 80 13		
	Exhibit 7		
	Spreadsheet		
	MATCHFTC846948 85 4		
	INFORMATION REQUESTED PAGE LINE		
	Spreadsheets 34 4		
	Page 3		Page 5

<p>1 Q. Okay. Did you review the FTC's 2 complaint in this case? 3 A. No, I -- no, I did not review the 4 FTC's complaint in this case. 5 Q. Did you review any videos of the 6 cancellation flow? 7 A. I did not review any videos of the 8 cancellation flow. 9 Q. Did you review any of the expert 10 reports that have been submitted in this case? 11 A. I did not review any of the expert 12 reports from this case. 13 Q. Did you speak to any of the experts 14 that have been designated in this case? 15 A. I did not speak to any of the 16 experts that have been designated in this case. 17 Q. Did you communicate in any other way 18 with any of the experts that have been 19 designated in this case? 20 A. I did not communicate in any other 21 way with the other experts or other expert -- 22 or the experts that have been designated in 23 this case. 24 Q. What's your understanding of what 25 this case is about?</p> <p style="text-align: right;">Page 22</p>	<p>1 to the flow. But it's -- that's it. 2 Q. Okay. And do you know what appears 3 on each of the screens that are represented in 4 the columns of the spreadsheets you're relying 5 on? 6 A. I do not know what appears on the 7 screens from the columns that I'm relying on. 8 Q. Okay. Let's mark Exhibit 2. 9 (Exhibit 2, Plaintiff's Third 10 Amended Initial Disclosures, marked for 11 identification.) 12 Q. Are you able to see Exhibit 2 on 13 your screen? 14 A. Yes. Just give me a second. 15 I can see a letterhead, the heading 16 of a legal document. 17 Q. Okay. And do you see it's titled 18 Plaintiff's Third Amended Initial Disclosures? 19 A. Yes, I can see that it's titled 20 Plaintiff's Third Amended Initial Disclosures. 21 Q. I'll go to Page 21 of this 22 Exhibit 2. 23 And do you see on this page in the 24 Subpart g where it says: "FTC senior data 25 analyst KimbleAnn C. Verdi, with knowledge of</p> <p style="text-align: right;">Page 24</p>
<p>1 A. My understanding of what this case 2 is about is looking at consumer harm, potential 3 consumer harm, caused by Match. 4 Q. Is it your understanding that 5 there's any particular feature of Match that is 6 at issue? 7 A. You know, I am not aware of what 8 feature of Match is at issue. 9 I am just aware that the 10 calculations I've done are related to the 11 resignation flow or -- I'm done. Sorry. 12 Q. Okay. And do you have any 13 understanding about what particular pieces of 14 the resignation flow are at issue? 15 A. I only have an understanding of 16 what's included on the documents I reviewed for 17 calculations. 18 Q. Okay. So you don't have any 19 understanding of which screens, which 20 particular screens, in the resignation flow the 21 FTC alleges are causing consumer harm. Right? 22 A. I have an understanding of the 23 columns that are represented in the 24 calculations of the ones that -- some of them, 25 what they mean to the calculation and relative</p> <p style="text-align: right;">Page 23</p>	<p>1 the calculations used to generate the FTC's," 2 and there's a list of items? 3 A. I can see on the screen item g with 4 sub items 1, 2 and 3 that you just read. 5 Q. Okay. And Item 1 is: "Calculation 6 of civil penalties." Right? 7 A. Yes, Item 1 displayed on the screen 8 is: "Calculation of civil penalties." 9 Q. And Item 2 is: "Estimates of 10 consumer harm and number of harmed users." 11 Right? 12 A. Yes, Item 2 displayed on the screen 13 is: "Estimates of consumer harm and number of 14 harmed users." 15 Q. Then No. 3 is: Numerical 16 calculations of other data and data 17 compilations produced by defendants related to 18 matters in this case, including cancellation 19 success rates. Right? 20 A. Yes, the third item on the screen 21 reads: "Numerical calculations of other data 22 and data compilations produced by defendants 23 related to matters in this case, including 24 cancellation success rates." 25 Q. Do you intend to testify about any</p> <p style="text-align: right;">Page 25</p>

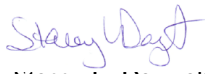
<p>1 data or data compilations other than 2 cancellation success rates, consumer harm or 3 calculation of civil penalties? 4 A. My understanding is I'm here to 5 testify regarding the calculations I performed 6 on the Bates numbers I had referenced 7 previously. 8 Q. And those calculations are limited 9 to civil penalties, consumer harm and 10 cancellation success rates. Right? 11 A. Yes, those calculations are limited 12 to civil penalties, consumer harm and 13 cancellation success rates as noted on the 14 deposition notes or the amended -- I don't 15 remember the name of Exhibit 1 -- as identified 16 on Exhibit 1. 17 Q. Okay. So these initial disclosures 18 at Exhibit 2 accurately reflect what you intend 19 to testify about. Right? 20 MR. MOON: I'm going to object to -- 21 I'm going to object to that as asking for 22 mental impressions of counsel, strategy of 23 counsel and so forth. 24 I mean, we've exchanged 25 correspondence on this. You've accurately</p> <p style="text-align: right;">Page 26</p>	<p>1 what's presented in Exhibit 1? 2 A. At this time I have not been asked 3 to do any further calculations in this matter. 4 Q. Okay. We can put Exhibit 2 away. 5 I'm going to pull up Exhibit 3. 6 (Exhibit 3, Plaintiff's Fourth 7 Amended Initial Disclosures, marked for 8 identification.) 9 Q. Are you able to see Exhibit 3, 10 Plaintiff's Fourth Amended Initial Disclosures, 11 on your screen? 12 A. Yes, I can see Plaintiff's Fourth 13 Amended Initial Disclosures, the heading, on my 14 screen. 15 Q. Okay. Let me zoom out so you can 16 see a little bit more. 17 Have you previously seen Plaintiff's 18 Fourth Amended Initial Disclosures? 19 A. I have not previously seen 20 Plaintiff's Fourth Amended Disclosures. 21 Q. And well, let me ask you: Have you 22 seen any version of plaintiff's initial 23 disclosures? 24 A. I have not seen any version of 25 plaintiff's initial disclosures.</p> <p style="text-align: right;">Page 28</p>
<p>1 summarized the calculations she's done so far. 2 We may ask her to do additional calculations in 3 the future. 4 So I don't think it's proper to ask 5 her what she intends to testify to. 6 MS. PRIEST: Well, I'm entitled to 7 know what she intends to testify to. That's 8 the purpose of a deposition. 9 So this isn't a situation where you 10 can surprise or do trial by ambush by coming up 11 with something later. 12 BY MS. PRIEST: 13 Q. So I'm asking: Based on what you 14 intend to testify to right now, is this an 15 accurate summary of what you intend to testify 16 to? 17 A. I'm here to testify about the 18 information and the calculations that are 19 identified on Exhibit 1. 20 I have not seen this document 21 before, and I'm -- that's -- I'm here to 22 testify, and the information I'm here to 23 testify on is in Exhibit 1. 24 Q. Okay. Is there any additional work 25 or calculations you plan to do other than</p> <p style="text-align: right;">Page 27</p>	<p>1 Q. And looking on Page 1, do you see 2 the bold heading where it says: "A computation 3 of each category of damages claimed by the 4 disclosing party"? 5 A. I need you to zoom in a little more, 6 please. 7 Q. Sure. (Complying.) 8 A. Could you please repeat the 9 question. 10 Q. Do you see the bold heading on 11 Page 1 where it says: "A computation of each 12 category of damages claimed by the disclosing 13 party"? 14 A. I can see the heading in bold under 15 Item 1: "A computation of each category of 16 damages claimed by the disclosing party." 17 Q. Okay. And part of your role in this 18 case is to calculate those damages. Right? 19 A. My role in this case is to 20 calculate -- is to perform the mathematical 21 calculations that are outlined in explicit 22 detail in the Exhibit 1. 23 Q. Okay. And some of those 24 calculations are to calculate damages that the 25 FTC is claiming. Right?</p> <p style="text-align: right;">Page 29</p>

<p>1 formulas that you put into the spreadsheets?</p> <p>2 A. Yes, the spreadsheets contain</p> <p>3 formulas.</p> <p>4 MS. PRIEST: Mr. Moon, we're going</p> <p>5 to request the production of those</p> <p>6 spreadsheets.</p> <p>7 MR. MOON: Okay. We'll have to</p> <p>8 review that.</p> <p>9 BY MS. PRIEST:</p> <p>10 Q. When you were performing your</p> <p>11 calculations, how did you decide which</p> <p>12 calculations to perform?</p> <p>13 A. I was instructed by the case team to</p> <p>14 perform the calculations.</p> <p>15 And I also wanted to add that the</p> <p>16 formulas -- from the previous question, the</p> <p>17 formulas are written on Exhibit 1.</p> <p>18 MS. PRIEST: I'm going to object to</p> <p>19 that last part as nonresponsive.</p> <p>20 Q. Who on the case team gave you</p> <p>21 instructions on what calculations to perform?</p> <p>22 A. I received instructions from</p> <p>23 Mr. Aijaz and Mr. Moon.</p> <p>24 Q. Okay. And did they tell you</p> <p>25 specifically which columns of which</p> <p style="text-align: right;">Page 34</p>	<p>1 A. No, I did not offer the case team</p> <p>2 any of my own opinions regarding the</p> <p>3 mathematical calculations I was instructed to</p> <p>4 calculate.</p> <p>5 Q. Okay. I want to pull Exhibit 1 back</p> <p>6 up so we can look at it in more detail. Feel</p> <p>7 free to use either the screen or the hard copy</p> <p>8 that you have in front of you, whichever's</p> <p>9 easier for you to see.</p> <p>10 So I want to start on Page 2 under</p> <p>11 the Consumer Harm heading.</p> <p>12 Do you see that?</p> <p>13 A. Yes, I see that.</p> <p>14 Q. Okay. And are you offering the</p> <p>15 opinion in this case that the amount of money</p> <p>16 you calculated is a reasonable estimate of</p> <p>17 consumer harm?</p> <p>18 A. At this time I am not offering the</p> <p>19 opinion that the result I received on the</p> <p>20 mathematical calculation represents a</p> <p>21 consumer -- amount for consumer harm. That is</p> <p>22 not -- it's just a result I received from a</p> <p>23 mathematical calculation.</p> <p>24 Q. Okay. So if we go to the grand</p> <p>25 total of the Monetary Consumer Harm on Page 4,</p> <p style="text-align: right;">Page 36</p>
<p>1 spreadsheets to add or subtract?</p> <p>2 A. Yes, I was instructed as to which</p> <p>3 columns specifically to add and subtract.</p> <p>4 Q. And then you just did the math based</p> <p>5 on what the lawyers told you to do. Right?</p> <p>6 A. I performed the mathematical</p> <p>7 calculations based on the instructions I was</p> <p>8 given by the case team.</p> <p>9 Excuse me. I would like to take a</p> <p>10 break.</p> <p>11 MS. PRIEST: Okay. Sure. We can do</p> <p>12 that.</p> <p>13 THE VIDEOGRAPHER: The time now is</p> <p>14 10:53 a.m. We're going off the record.</p> <p>15 (Recess was taken from 10:53 a.m. to</p> <p>16 11:05 a.m.)</p> <p>17 THE VIDEOGRAPHER: The time now is</p> <p>18 11:05 a.m. We're going back on record.</p> <p>19 Please proceed, Counsel.</p> <p>20 BY MS. PRIEST:</p> <p>21 Q. When you were doing your</p> <p>22 calculations, did you offer the case team any</p> <p>23 of your own opinions about how to calculate the</p> <p>24 different values you were instructed to</p> <p>25 calculate?</p> <p style="text-align: right;">Page 35</p>	<p>1 do you see where it says \$51,118,804.92?</p> <p>2 A. Yes, I see that.</p> <p>3 Q. So you're not offering the opinion</p> <p>4 that that \$51 million and change is a</p> <p>5 reasonable estimate of consumer harm. Right?</p> <p>6 A. I am not offering any opinions. I</p> <p>7 am -- that is just the result I received when I</p> <p>8 calculated the grand total as I was instructed</p> <p>9 to do.</p> <p>10 Q. Okay. And you don't have any</p> <p>11 opinion about whether monetary relief is</p> <p>12 appropriate at all in this case. Right?</p> <p>13 A. I do not have any opinions on</p> <p>14 whether monetary relief is appropriate in this</p> <p>15 case.</p> <p>16 That is not my role. That is the</p> <p>17 role of the case team.</p> <p>18 Q. Okay. I want to go back up to</p> <p>19 Page 2 to help me understand exactly what you</p> <p>20 did for your calculation.</p> <p>21 So on Page 2, Item 2 near the bottom</p> <p>22 where it says: "Instructed to calculate</p> <p>23 monetary consumer harm based on."</p> <p>24 Do you see that?</p> <p>25 A. Yes, I do.</p> <p style="text-align: right;">Page 37</p>

<p>1 Q. Okay. And where it says "values 2 provided with the dates," those values were 3 provided by the case team. Right? 4 A. Yes, those values were provided by 5 the case team. 6 Q. Then in subpart b where it says 7 "subtotal of each of the five different pages 8 per month of the resignation flow," those 9 instructions were also provided by the FTC's 10 lawyers. Right? 11 A. Yes, the instructions in Item b was 12 provided by the case team. 13 Q. Okay. And what is your 14 understanding of the five different pages of 15 the resignation flow? 16 A. You know, my understanding of the 17 five pages is how they're fields in a 18 spreadsheet, and I used them to determine -- to 19 perform the mathematical calculations I was 20 instructed to do. 21 Q. Okay. Do you know what the five 22 different pages look like? 23 A. I do not know what the five 24 different pages look like. 25 Q. Okay. And in your calculation you</p> <p style="text-align: right;">Page 38</p>	<p>1 And the grand total. 2 Q. And you have no idea whether every 3 one of the people that visited those pages 4 intended to cancel. Right? 5 A. I do not have information on what 6 those fields represent outside of a limited 7 knowledge based on what was needed for the 8 calculations. 9 Q. Okay. What limited knowledge did 10 you need for the calculations? 11 A. Well, I was told -- I was instructed 12 to perform the calculations based on the 13 information they gave me and the formula, which 14 is the renewal cash plus the refunded cash plus 15 the chargeback cash. And those are negative 16 numbers. 17 And I was also given -- I mean, I 18 was given explicit instructions on how to 19 perform the calculations. 20 Q. So you don't know if the users 21 represented in those columns actually intended 22 to cancel. Right? 23 MR. MOON: I'm going to object, 24 asked and answered. 25 THE WITNESS: Can you repeat the</p> <p style="text-align: right;">Page 40</p>
<p>1 assumed that everyone that visited any of those 2 five pages intended to cancel. Is that right? 3 A. I did not make any assumptions in my 4 calculations. 5 I just performed the mathematical 6 calculations as I was instructed to do so by 7 the case team. 8 Q. So the assumptions that the case 9 team provided you were that everyone that 10 visited any of the five pages of the 11 cancellation flow intended to cancel. Right? 12 A. I cannot speak to what the 13 assumptions of the case team are. 14 I was just instructed to perform the 15 calculations based on the information I was 16 given that's identified in Exhibit 1. 17 Q. And the instructions you were given 18 was -- were to include all of the visits to all 19 of the five different pages of the resignation 20 flow. Right? 21 A. The instructions I was given was to 22 calculate the subtotal and the total for all 23 the five pages that are listed in that 24 spreadsheet. 25 And then the grand total. Sorry.</p> <p style="text-align: right;">Page 39</p>	<p>1 question, please. 2 BY MS. PRIEST: 3 Q. You don't know if the users 4 represented in the columns that you added up 5 actually intended to cancel their Match.com 6 subscriptions. Right? 7 MR. MOON: Same objection. 8 THE WITNESS: I calculated the 9 formulas. I performed the mathematical 10 calculations as I was instructed to do. 11 And outside of the column names of 12 the different pages, that's all I am aware of. 13 BY MS. PRIEST: 14 Q. Okay. So it's a yes or no question. 15 Do you know if the users represented 16 in the columns that you added up actually 17 intended to cancel their Match.com 18 subscriptions? 19 MR. MOON: Object to asked and 20 answered. 21 But Kacy, you can answer it if you 22 can. 23 THE WITNESS: I can't -- all's I -- 24 I cannot it answer yes or no. 25 That information, they're columns on</p> <p style="text-align: right;">Page 41</p>

<p>1 Q. Okay. Let's talk about your 2 cancellation rate opinion. 3 THE WITNESS: Excuse me. Could we 4 please take a break before we go into that. 5 MS. PRIEST: Sure. 6 THE WITNESS: I think maybe just ten 7 minutes. 8 Would that work? 9 MS. PRIEST: That's fine with me. 10 THE WITNESS: All right. Thank you. 11 THE VIDEOGRAPHER: The time now is 12 1:37 p.m. we're going off the record. 13 (Recess was taken from 1:37 p.m. 14 1:50 p.m.) 15 THE VIDEOGRAPHER: The time now is 16 1:50 p.m. We're going back on the record. 17 Please proceed, Counsel. 18 BY MS. PRIEST: 19 Q. So I want to talk about your 20 Cancellation Rate section on Exhibit 1 starting 21 on Page -- the bottom of Page 4. 22 Do you see that heading? 23 A. I see it on my printout in front of 24 me, but I don't see that the exhibit is shared 25 on the screen.</p> <p style="text-align: right;">Page 94</p>	<p>1 formula, and I calculated the cancellation rate 2 based on the columns and the data in the 3 spreadsheets. 4 Q. Okay. So your cancellation rate 5 could include people who never intended to 6 cancel. Right? 7 A. I don't know. 8 I didn't make that assessment. 9 Q. Okay. And for this calculation you 10 did two alternatives -- two alternative 11 starting dates, I should say. Is that right? 12 A. Yes, I was provided two 13 alternative -- two different start dates for 14 the calculations. 15 Q. Okay. One in October of 2016, one 16 in October of 2014. Right? 17 A. Yes, those are the two start dates I 18 was given. 19 Q. And then as with your monetary harm 20 calculation, you removed certain users that 21 clicked subscription status but only for a 22 period beginning on March 2019. Correct? 23 A. Yeah, the dates -- the filtering 24 criteria I was given for the dates for the 25 MATCHFTC846945 were the same March 2019 to</p> <p style="text-align: right;">Page 96</p>
<p>1 Q. Give me one minute to try to share 2 the exhibit. 3 Can you see it now? 4 A. Yes, I can see it now. 5 Q. Okay. What is your Cancellation 6 Rate section intended to measure? 7 A. Well, it's a cancellation rate based 8 on a formula I was provided and values I was 9 provided for that calculation and start and end 10 dates for that calculation. 11 Q. Do you believe that the cancellation 12 rate you calculate measures the percentage of 13 Match.com subscribers who cancelled as a share 14 of the number of users who intended to cancel? 15 A. Could you please repeat the 16 question. 17 Q. Do you believe that the cancellation 18 rate you calculate measures the percentage of 19 Match.com subscribers who cancelled their 20 subscription as a share of the number of 21 subscribers who intended to cancel their 22 subscription? 23 A. So I did not do any assessment into 24 intentions of what users were doing. 25 I was given the cancellation</p> <p style="text-align: right;">Page 95</p>	<p>1 March 2023 as the other calculation. 2 Q. Okay. And for using this 3 cancellation rate -- give me one second. All 4 right. Let me start that over. 5 In performing this calculation or 6 cancellation rate calculation, you used session 7 data. Correct? 8 A. Yes, I believe the Match documents, 9 the Bates numbers I relied on, were session 10 data. 11 Q. And some of the other data that 12 we've looked at today is subscriber level data 13 rather than session level data. Right? 14 A. I only know of that to be monetary 15 data versus session data. 16 Outside of that, I don't know -- 17 (reviewing document.) 18 Yeah, can you repeat the question, 19 please. 20 Q. Sure. 21 Some of the data that we've looked 22 at today is subscriber level data rather than 23 session level data. Right? 24 A. I -- the other data that I used was 25 aggregated monetary data.</p> <p style="text-align: right;">Page 97</p>

CONFIDENTIAL

<p>1 2:11 p.m.)</p> <p>2 THE VIDEOGRAPHER: The time now is</p> <p>3 2:11 p.m. We're going back on the record.</p> <p>4 Please proceed, Counsel.</p> <p>5 MR. MOON: FTC will reserve our</p> <p>6 questions for the time of trial.</p> <p>7 Chelsea, I have been advised that</p> <p>8 Ms. Verdi would like an opportunity to read and</p> <p>9 sign the transcript.</p> <p>10 MS. PRIEST: Okay.</p> <p>11 THE VIDEOGRAPHER: The time now is</p> <p>12 2:11 p.m. This concludes today's testimony</p> <p>13 given by Ms. Kim Verdi.</p> <p>14 Thank you, ma'am. Thank you,</p> <p>15 everyone.</p> <p>16 (Deposition adjourned at 2:11 p.m.)</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 102</p>	<p>1 Jason Moon</p> <p>2 jmoon@ftc.gov</p> <p>3 August 24, 2023</p> <p>4 RE: Federal Trade Commision v. Match Group, Inc., Et Al.</p> <p>5 8/10/2023, Kimbleann Verdi (#6042131)</p> <p>6 The above-referenced transcript is available for</p> <p>7 review.</p> <p>8 Within the applicable timeframe, the witness should</p> <p>9 read the testimony to verify its accuracy. If there are</p> <p>10 any changes, the witness should note those with the</p> <p>11 reason, on the attached Errata Sheet.</p> <p>12 The witness should sign the Acknowledgment of</p> <p>13 Deponent and Errata and return to the deposing attorney.</p> <p>14 Copies should be sent to all counsel, and to Veritext at</p> <p>15 errata-tx@veritext.com.</p> <p>16</p> <p>17 Return completed errata within 30 days from</p> <p>18 receipt of testimony.</p> <p>19 If the witness fails to do so within the time</p> <p>20 allotted, the transcript may be used as if signed.</p> <p>21</p> <p>22 Yours,</p> <p>23 Veritext Legal Solutions</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 104</p>
<p>1 District of Columbia, to wit:</p> <p>2 I, Stacey L. Daywalt, a Notary</p> <p>3 Public of the District of Columbia, do hereby</p> <p>4 certify that the within-named witness remotely</p> <p>5 appeared before me at the time and place herein</p> <p>6 set out, and after having been duly sworn by</p> <p>7 me, according to law, was examined by Counsel.</p> <p>8 I further certify that the</p> <p>9 examination was recorded stenographically by me</p> <p>10 and this transcript is a true record of the</p> <p>11 proceedings.</p> <p>12 I further certify that I am not of</p> <p>13 counsel to any of the parties, nor an employee</p> <p>14 of counsel, nor related to any of the parties,</p> <p>15 nor in any way interested in the outcome of</p> <p>16 this action.</p> <p>17 As witness my hand and Notarial Seal</p> <p>18 this 24th day of August, 2023.</p> <p>19</p> <p>20 </p> <p>21 Stacey L. Daywalt, Notary Public</p> <p>22 My Commission Expires: 4/14/2026</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 103</p>	<p>1 Federal Trade Commision v. Match Group, Inc., Et Al.</p> <p>2 Kimbleann Verdi (#6042131)</p> <p>3 E R R A T A S H E E T</p> <p>4 PAGE____ LINE____ CHANGE_____</p> <p>5 _____</p> <p>6 REASON_____</p> <p>7 PAGE____ LINE____ CHANGE_____</p> <p>8 _____</p> <p>9 REASON_____</p> <p>10 PAGE____ LINE____ CHANGE_____</p> <p>11 _____</p> <p>12 REASON_____</p> <p>13 PAGE____ LINE____ CHANGE_____</p> <p>14 _____</p> <p>15 REASON_____</p> <p>16 PAGE____ LINE____ CHANGE_____</p> <p>17 _____</p> <p>18 REASON_____</p> <p>19 PAGE____ LINE____ CHANGE_____</p> <p>20 _____</p> <p>21 REASON_____</p> <p>22 _____</p> <p>23 _____</p> <p>24 Kimbleann Verdi Date _____</p> <p>25</p> <p style="text-align: right;">Page 105</p>

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IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION
FEDERAL TRADE COMMISSION,)
)
Plaintiff,)
)
vs.)
) Case No.
MATCH GROUP, INC., a) 3:19-cv-02281-K
corporation, and MATCH)
GROUP, LLC, formerly known)
as MATCH.COM, LLC, a limited)
liability company,)
)
Defendants.)
_____)

REMOTE ORAL DEPOSITION OF
JAMES LANGENFELD, PH.D.
AUGUST 31, 2023
9:04 a.m. CDT

Witness Appearing From:
Washington, D.C.

Conducted Remotely Via Videoconference

<p>1 REMOTE APPEARANCES</p> <p>2</p> <p>3 ON BEHALF OF THE PLAINTIFF:</p> <p>4 MR. M. HASAN AIJAZ</p> <p>5 MR. JASON MOON</p> <p>6 FEDERAL TRADE COMMISSION</p> <p>7 1999 Bryan Street</p> <p>8 Suite 2150</p> <p>9 Dallas, Texas 75201</p> <p>10 Phone: (214) 979-9386</p> <p>11 Fax: (214) 953-3079</p> <p>12 maijaz@ftc.gov</p> <p>13 jmoon@ftc.gov</p> <p>14</p> <p>15 ON BEHALF OF THE DEFENDANTS:</p> <p>16 (Present with the witness)</p> <p>17 MS. CHELSEA A. PRIEST</p> <p>18 SIDLEY AUSTIN LLP</p> <p>19 2021 McKinney Avenue</p> <p>20 Suite 2000</p> <p>21 Dallas, Texas 75201</p> <p>22 Phone: (214) 981-3300</p> <p>23 Fax: (214) 981-3400</p> <p>24 cpriest@sidley.com</p> <p>25</p> <p>ALSO PRESENT:</p> <p>Mr. Samuel Kitchens - Counsel, Match Group, LLC</p> <p>Ms. Jeanette Teckman - Counsel, Match Group, LLC</p> <p>Dr. Jennifer King - Plaintiff's Expert</p>	<p>1 Reporter's Note:</p> <p>2 Quotation marks are used for clarity and do</p> <p>3 not necessarily reflect a direct quote.</p> <p>4</p> <p>5</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>
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<p>1 certainly looked at that information over time. I 2 just don't -- it's not explicitly in my report.</p> <p>3 Q. Did you speak to Mr. Ward at all?</p> <p>4 A. No.</p> <p>5 Q. So Dr. King wrote that, "Consumer 6 comments, complaints, or questions can, quote, 7 reveal a consumer centric perspective of a product 8 or service's primary challenges and problems. In 9 this way, they're an excellent complement to a 10 heuristic analysis as they provide raw feedback from 11 consumers that may both highlight issues identified 12 by the heuristic analysis as well as raise other 13 customer concerns."</p> <p>14 Do you agree with that statement?</p> <p>15 A. I agree with the statement in the sense 16 that one might consider them. Do I think that that 17 statement is true as reflected by the vast majority 18 in this case of customer experiences and their 19 actual behavior? I guess I would not agree with it 20 in that regard. To the extent that she wants to 21 generalize it beyond the narrow samples she's looked 22 at, my analysis suggests that that's not 23 appropriate.</p> <p>24 Q. Okay. On page 17 -- this will be 25 paragraph 29 -- there's a subheading titled, "The</p> <p style="text-align: right;">Page 58</p>	<p>1 Q. Sure. I'll rephrase it. Is it simple -- 2 strike that.</p> <p>3 Is it possible to cancel a subscription 4 using a mechanism that is not simple?</p> <p>5 MS. PRIEST: Same objections.</p> <p>6 A. I mean, in this case "simple" is 7 presum- -- I'm not offering an opinion on liability 8 here, whether this is a simple or not process.</p> <p>9 Is something difficult but you canceled 10 anyway, is I think your question. And, you know, as 11 an economist, I have to look at what people actually 12 do. And if they're actually successful, it 13 obviously wasn't so overly complicated they couldn't 14 do it.</p> <p>15 Was it simple? I don't know what -- I 16 don't have an opinion on the exact legal definition 17 of that. But typically when you look at someone's 18 behavior the way economists do, most people, 19 certainly in this case over 90 percent, who got 20 online were able to cancel. That's a very high 21 number. That suggests that, you know, more than 22 nine out of ten people were able to cancel.</p> <p>23 If there's evidence that -- I mean, that's 24 pretty much it. I'll let -- I'll let other people 25 spar over the exact definition of the word "simple"</p> <p style="text-align: right;">Page 60</p>
<p>1 comments considered by Dr. King are not 2 representative of a typical user's experience," 3 correct?</p> <p>4 A. That is correct.</p> <p>5 Q. So you understand that at issue in this 6 litigation is whether Match offered simple 7 mechanisms to cancel a subscription, correct?</p> <p>8 A. That's my understanding, yes.</p> <p>9 Q. And does your report specifically focus on 10 the online cancellation mechanism?</p> <p>11 MS. PRIEST: Objection, vague.</p> <p>12 A. It depends. If I'm looking at -- it 13 depends on what I'm looking at here. Some of the 14 analyses focused just on the online. Some of them 15 include resignations through the consumer -- through 16 the consumer service at Match.</p> <p>17 Q. So again, with the context that the 18 question is whether or not Match offered simple 19 mechanisms to cancel, don't you agree that someone 20 can cancel a subscription even if that mechanism is 21 not simple?</p> <p>22 MS. PRIEST: Objection, argumentative and 23 speculative.</p> <p>24 A. Can we read back that question? I'm not 25 sure I caught it correctly.</p> <p style="text-align: right;">Page 59</p>	<p>1 there.</p> <p>2 Q. So there's no connection between the 3 cancellation rate and the simplicity of a process 4 that you're aware of, correct?</p> <p>5 A. I'm sorry.</p> <p>6 MS. PRIEST: Objection, vague.</p> <p>7 A. Yeah, I'm not sure if I heard the full 8 question.</p> <p>9 Q. Sure. Let me put it another way. 10 We were talking about this -- right now 11 you mentioned the cancellation rate, nine out of 12 ten, is that right, roughly?</p> <p>13 A. More than that, about 95 percent, but yes.</p> <p>14 Q. So would that cancellation rate increase 15 or decrease when considering -- let me scratch that 16 question. All right?</p> <p>17 If a user has hundreds of dollars at stake 18 if they don't complete a task, they're more likely 19 to preserve through even a difficult online 20 cancellation mechanism, correct?</p> <p>21 MS. PRIEST: Objection, speculative.</p> <p>22 A. Yeah, I -- as a general matter, obviously 23 it's not a one-to-one, but if you had a ton of money 24 at stake, then presumably you'd be willing to put 25 more, if you're asking rationally, put more effort</p> <p style="text-align: right;">Page 61</p>

<p>1 MR. AIJAZ: This is a good time for a 2 break. How much time -- we'll go off the record. 3 (Recess from 12:33 to 1:18) 4 MR. AIJAZ: We'll go back on the record. 5 (Exhibit 5 marked) 6 BY MR. AIJAZ: 7 Q. We're going to introduce Exhibit, I 8 believe, No. 5 now. It'll be loaded into the -- it 9 is loaded into the platform. And Dr. Langenfeld, if 10 you could just take a look and confirm that this is 11 your report dated August 22nd, 2023. 12 A. Exhibit 5, right? 13 Q. 5, correct. 14 A. Okay. Without going through every single 15 page, this appears to be the second report that I 16 submitted in this matter. 17 Q. Thank you. As with the other ones, feel 18 free to use whichever version is easier for you. 19 A. Thank you. 20 Q. You're welcome. So your assignment in 21 this matter, you described it on page 2. Sorry. 22 Let me rephrase that. Your assignment for the 23 second report, it's described on page 2, paragraph 24 9, correct? 25 A. Actually, it's -- yes, it starts on --</p> <p style="text-align: right;">Page 134</p>	<p>1 related to that allegation. 2 And to do that, you have to be able to, 3 assuming liability with the purpose of -- for the 4 purpose of calculating consumer injury, for that 5 purpose you have to be able to identify the people 6 and how much would have been adversely affected. 7 And you do a causation analysis as I've done here. 8 You look to find out whether there are certain 9 groups that the evidence, the economic evidence 10 indicates they're unlikely to have been affected by 11 what's alleged to have been wrong here. 12 So you have to draw a line from what is 13 being alleged, what the bad acts are, and what the 14 actual impact is. So that sort of causation 15 analysis is typical, like I said, in damages or 16 returning money to customers in a case such as this. 17 Q. And when you wrote "reasonably 18 approximates potential consumer harm," I wanted to 19 focus on the reasonable approximation part of that. 20 Is there a standard that you used in 21 assessing reasonable approximation? 22 A. Well, what I did in this analysis is I did 23 a variety -- this report, I did a variety of 24 analyses to identify restitution here. And where 25 there were assumptions, and I believe these are</p> <p style="text-align: right;">Page 136</p>
<p>1 yes, it starts on there and carries over to 3. 2 Q. And specifically you were asked or the 3 statement is, "Counsel for defendants has asked me 4 to assess whether the relief request reasonably 5 approximates potential consumer harm associated with 6 Match.com's online cancellation flow, assuming 7 defendants are found liable in this matter." 8 Is that correct? 9 A. That is correct. You read that correctly. 10 Q. Was that the extent of your assignment for 11 this second report? 12 A. Yes, in the sense that I was asked to not 13 only do a quantification but also to do a causation 14 analysis which is typically done in damages and 15 consumer redress type cases. 16 Q. So let's break those two apart. The 17 quantification, does that refer to the amount of 18 potential monetary harm? 19 A. Yes, it does. 20 Q. And what do you mean by "the causation 21 analysis"? 22 A. Well, there's an allegation in this 23 specific case about the resignation process not 24 being simple. The question is, okay, what do we 25 know or who or how much money can we identify is</p> <p style="text-align: right;">Page 135</p>	<p>1 assumptions that the FTC has made here about the 2 impact of this or that, and I've tested those 3 assumptions and I find that the actual data's 4 inconsistent with them, that I would remove those 5 particular people and their -- and the money that 6 they had in renewals from the calculation of 7 restitution. 8 Q. What I'm trying to get at is -- and we can 9 proceed by analogy. When you discuss potential 10 different methodologies in calculating the 11 cancellation rate, you said, well -- I believe you 12 said something along the lines that even if a 13 certain group was included or excluded, it wouldn't 14 change the number significantly or enough to really 15 affect your opinion. 16 My question here is, you know, this 17 reasonable approximation analysis that you did, how 18 close to the actual number does something have to be 19 to reasonably approximate it? 20 MS. PRIEST: Objection, vague. Misstates 21 the testimony. Calls for a legal conclusion. 22 A. From my point of view, as I've done in 23 this report, identify things that are inconsistent 24 with the allegation in this case about the 25 simplicity of the cancellation flow. I've taken</p> <p style="text-align: right;">Page 137</p>

<p>1 apart from the online cancellation flow?</p> <p>2 MS. PRIEST: Objection, vague.</p> <p>3 A. It depends where you're looking at it. If</p> <p>4 we're looking at whether someone was -- deserves</p> <p>5 restitution and is injured, which is what this</p> <p>6 report -- all the, you know, the analyses point to,</p> <p>7 we would want to include people who successfully</p> <p>8 resigned through customer service because they</p> <p>9 didn't -- they didn't renew. So for the purpose of</p> <p>10 this report, I think it's useful -- it's important</p> <p>11 to keep those people in.</p> <p>12 Once again, I'm not -- I'm not offering an</p> <p>13 opinion on liability here.</p> <p>14 Q. You looked at cancellation rates as part</p> <p>15 of your analysis, correct?</p> <p>16 MS. PRIEST: Objection, vague.</p> <p>17 A. If you're talking about I believe it's</p> <p>18 Section -- I want to make sure I know which part</p> <p>19 you're talking about. Yeah, this would be Roman</p> <p>20 numeral 10, page 27. Is that what you're talking</p> <p>21 about?</p> <p>22 Q. Just generally -- this was a setup</p> <p>23 question. You looked at cancellation rates, right?</p> <p>24 A. In that section, yeah.</p> <p>25 Q. Okay. Did you compare cancellation rates</p> <p style="text-align: right;">Page 158</p>	<p>1 calculated that specific number or not. I just</p> <p>2 don't remember.</p> <p>3 Q. Okay. Are you an expert in survey design?</p> <p>4 A. I've used surveys many times, but I</p> <p>5 have -- and have had input into survey design, but I</p> <p>6 don't believe that I've actually testified as an</p> <p>7 expert on survey design.</p> <p>8 Q. Do you have expertise in survey design?</p> <p>9 You know, have you had -- published articles on</p> <p>10 survey design?</p> <p>11 A. I don't have articles on that, but clearly</p> <p>12 I've used surveys from time to time in my analysis.</p> <p>13 And in terms of the nature of the specific question,</p> <p>14 some things like that, I've had input into it, but I</p> <p>15 have not -- I don't advertise myself as someone who</p> <p>16 will put together a survey. But like I said, I've</p> <p>17 frequently had input into it when the results of the</p> <p>18 survey would be interesting for other parts of my</p> <p>19 analysis.</p> <p>20 Q. On page 8 of this report, footnote 11,</p> <p>21 this is similar to a footnote we looked at earlier.</p> <p>22 A. Give me a second to get there.</p> <p>23 Q. Yeah.</p> <p>24 A. Yes.</p> <p>25 Q. You write -- actually I think you quote</p> <p style="text-align: right;">Page 160</p>
<p>1 of first-time subscribers versus resubscribers?</p> <p>2 MS. PRIEST: Objection, vague.</p> <p>3 A. I didn't do an explicit analysis of that.</p> <p>4 You mean -- I'm sorry. Say that again? Maybe I did</p> <p>5 do it. Would you repeat the question? I beg your</p> <p>6 pardon.</p> <p>7 Q. No worries. Did you compare the</p> <p>8 cancellation rates of first-time subscribers versus</p> <p>9 resubscribers?</p> <p>10 MS. PRIEST: Objection, vague.</p> <p>11 MR. AIJAZ: Sorry. What's vague about the</p> <p>12 question?</p> <p>13 MS. PRIEST: What do you mean by</p> <p>14 "cancellation rate"? As you said earlier in the</p> <p>15 deposition, there are multiple different ways in</p> <p>16 which cancellation rates have been calculated and</p> <p>17 why it's a cancellation rate versus not.</p> <p>18 MR. AIJAZ: Thank you.</p> <p>19 Q. So, Dr. Langenfeld, did you compare</p> <p>20 cancellation rates of first-time subscribers versus</p> <p>21 resubscribers?</p> <p>22 MS. PRIEST: Objection, vague.</p> <p>23 A. I analyzed the actions of resubscribers to</p> <p>24 see whether they reupped. I have to go back and</p> <p>25 look through my backup. I don't remember whether we</p> <p style="text-align: right;">Page 159</p>	<p>1 Dr. -- Mr. Ward's report that he says, "All versions</p> <p>2 of Match.com's online cancellation flow since at</p> <p>3 least September 2014 have been simple."</p> <p>4 Do you see that?</p> <p>5 A. I recall it, but I don't see it yet. Let</p> <p>6 me -- is this -- is this -- which footnote are we</p> <p>7 talking about?</p> <p>8 Q. Footnote 11. It's the last sentence if</p> <p>9 you exclude the citation.</p> <p>10 A. Okay. I'm quoting from Mr. Ward's report</p> <p>11 there. If your question is am I quoting from</p> <p>12 Mr. Ward's report for the last two sentences,</p> <p>13 excluding the reference, I am quoting from his</p> <p>14 report there.</p> <p>15 Q. Okay. Is that an assumption that you</p> <p>16 relied upon in your report or in your opinions?</p> <p>17 MS. PRIEST: Objection, vague.</p> <p>18 A. Well, you know, it -- certainly not in my</p> <p>19 entire report, just referring to what we discussed</p> <p>20 in this footnote dealing with the change from --</p> <p>21 dealing with either to manage subscription from --</p> <p>22 was "manage/cancel subscription." I've got it in</p> <p>23 here someplace, the specific words that were used in</p> <p>24 earlier versions.</p> <p>25 So that's part of it. I mean, and then as</p> <p style="text-align: right;">Page 161</p>

<p>1 So for the purpose of this report, that 2 person would -- should not be counted. This person 3 should be counted but shouldn't be -- but the 4 session should not be counted. 5 Q. So you're saying anything that's not 6 related to monetary relief is not in your report? 7 A. Well -- 8 MS. PRIEST: Objection. Misstates 9 testimony, vague. 10 A. Yeah, I mean, I do a lot of analyses to 11 check the assumptions that are built into the 12 calculations of restitution here. So they all 13 relate to that one way or the other. That's the 14 purpose of this report. Once again, I'm not -- I'm 15 not giving an opinion on liability here. 16 Q. Okay. So just for purposes of looking at 17 what the cancellation rate on an attempt basis is, 18 putting aside monetary relief, just looking at how 19 many attempts resulted in a successful cancellation, 20 would you use session data or user-level data? 21 MS. PRIEST: Objection, vague, 22 speculative. 23 A. Yeah, I mean, that was not what I was 24 asked to do in either of these reports. So I 25 don't -- you know, you're asking something that's</p> <p style="text-align: right;">Page 178</p>	<p>1 even up at that level, those people, you guys are 2 assuming all did it because of the -- stopped at 3 that higher level because of the complicated 4 cancellation flow. And I'm saying that's a very 5 strong assumption which I don't see an analysis 6 showing that. And these are just examples of the 7 type of things that could happen at that level. 8 Q. Well, these things could happen during any 9 part of the flow, right? 10 A. It's true. 11 MS. PRIEST: Objection, vague, 12 speculative. 13 A. It's true. Some of these things could. 14 But it depends on, you know, the timing and a bunch 15 of other things, which I think you'd have to be more 16 specific about your question, I think, in that 17 situation. 18 Q. So what I'm saying is, okay, let's just 19 look at the people who -- if someone was -- got to 20 the password wall page and then it was at that 21 specific moment that they were interrupted by an 22 outside event, my point is they could go back and 23 continue the cancellation process before renewal and 24 they would not be included in the FTC's monetary 25 harm calculation, correct?</p> <p style="text-align: right;">Page 180</p>
<p>1 outside of my scope of analysis here. 2 Q. Well, the reason I ask is, you know, these 3 interruptions you talk about, aren't they accounted 4 for when you're looking at user-level data? So, in 5 other words, to be precise, if someone has started a 6 cancellation flow and gets interrupted for any of 7 these reasons, as long as they go back the next day, 8 the next week and cancel before the renewal hits, 9 these interruptions would have no effect, correct? 10 MS. PRIEST: Objection, vague, 11 speculative, argumentative. 12 A. Well, we're not talking about them hitting 13 the cancel flow here. You're talking about them 14 getting on the level earlier before the password. 15 And, you know, in that case, assuming that they all, 16 as your damage calculations do, assuming that with 17 some adjustments all of those people were damaged 18 where all those people deserve restitution, that's 19 where the issue here is, I believe. Those people at 20 that level, you know, if they successfully canceled, 21 they successfully canceled, hit "cancel" and did it 22 later. Those people would be under consideration 23 for restitution. 24 The people who have these other things, 25 they change their mind and all that other business,</p> <p style="text-align: right;">Page 179</p>	<p>1 MS. PRIEST: Objection, vague, 2 speculative. 3 A. The FTC takes out people who did not 4 auto-renew, if that's your question. 5 Q. Yeah. So this doesn't impact the FTC's 6 monetary relief calculation, does it, because people 7 could have gone back and canceled? 8 MS. PRIEST: Objection, speculative, 9 vague, argumentative. 10 A. I sure don't understand that. 11 Q. Okay. So you talk a little bit about task 12 completion rate, right? This is in Section 9 of the 13 report starting on page 22. 14 A. I'll go to Section 9 of the report. I'm 15 there at Section 9. 16 Q. Okay. And you say, "Research in the user 17 experience field" -- are you an expert in the user 18 experience field? 19 MS. PRIEST: Objection, vague, asked and 20 answered. 21 A. I have made use of user experience, but I 22 have not done the type of analyses that, for 23 example, Mr. Ward has done here, at least in the 24 early parts with the heuristic analysis. 25 Q. Have you published anything in the user</p> <p style="text-align: right;">Page 181</p>

<p>1 experience field?</p> <p>2 MS. PRIEST: Objection, vague, asked and</p> <p>3 answered.</p> <p>4 A. Yeah, I think user experience is a part of</p> <p>5 some of the economic analyses that I do. But have I</p> <p>6 published something specifically on user experience</p> <p>7 as the key? The answer's no.</p> <p>8 Q. Okay. So you write that -- briefly, you</p> <p>9 cite Jeff Sauro a couple of times. Do you see that?</p> <p>10 A. I do. You're right.</p> <p>11 Q. Is he considered an expert in the field of</p> <p>12 user experience?</p> <p>13 MS. PRIEST: Objection, outside the scope,</p> <p>14 vague.</p> <p>15 A. Yeah, I'm not in a position to qualify</p> <p>16 people as experts. That's more of a legal issue, I</p> <p>17 think, sometimes. He's someone who has written and</p> <p>18 people rely upon in the area.</p> <p>19 Q. So how do you know that he's reliable</p> <p>20 enough to cite in your report?</p> <p>21 A. I looked at other -- I've looked at the</p> <p>22 literature generally, and this is one in particular</p> <p>23 that Mr. Ward flags and it does seem to be one that</p> <p>24 people, even Dr. King, pays attention to.</p> <p>25 Q. So you're relying on Mr. Ward and</p> <p style="text-align: right;">Page 182</p>	<p>1 overwhelming majority of subscribers entering the</p> <p>2 cancellation flow successfully canceled their</p> <p>3 subscriptions" have to do with the simplicity or</p> <p>4 lack of simplicity of the flow?</p> <p>5 MS. PRIEST: Objection to the extent it</p> <p>6 calls for a legal conclusion, vague.</p> <p>7 A. Yeah, I can't offer the legal conclusion.</p> <p>8 I can say that this is the type of analysis that --</p> <p>9 I describe it here, how many people actually</p> <p>10 effectively resign out of the people who hit "cancel</p> <p>11 subscription," things along those lines.</p> <p>12 I -- you know, Mr. Ward does a</p> <p>13 calculation. I do calculations also that are</p> <p>14 similar. It's the type of thing that assuming that</p> <p>15 the Sauro standard, rating standard is reasonable,</p> <p>16 I'm comparing numbers, something that economists do</p> <p>17 all the time.</p> <p>18 Q. But how does this relate to -- if this</p> <p>19 report is about monetary relief, how does this</p> <p>20 relate to monetary relief?</p> <p>21 MS. PRIEST: Objection, vague.</p> <p>22 A. There -- we've talked about -- we've</p> <p>23 talked about why I believe in a number of instances</p> <p>24 the numbers, certainly some numbers that you</p> <p>25 speculated about of people who would -- who could</p> <p style="text-align: right;">Page 184</p>
<p>1 Dr. King's expertise for the purposes of</p> <p>2 establishing Mr. Sauro's reliability?</p> <p>3 MS. PRIEST: Objection, vague. Misstates</p> <p>4 the testimony.</p> <p>5 A. Yeah, I mean, it's, generally speaking,</p> <p>6 what I see in the literature and both of them have</p> <p>7 looked at. And that's -- I guess that's the basis.</p> <p>8 Those are the bases.</p> <p>9 Q. So on -- sorry. We're going to have to</p> <p>10 turn back for a second. Paragraph 34, you write</p> <p>11 that, "User experience research does not define</p> <p>12 100 percent completion as indicative of an effective</p> <p>13 process." Do you see that?</p> <p>14 A. I see that.</p> <p>15 Q. At issue here is not whether there's an</p> <p>16 effective process but whether the process is simple.</p> <p>17 Isn't that correct?</p> <p>18 MS. PRIEST: Objection. Calls for a legal</p> <p>19 conclusion.</p> <p>20 A. Once again, I can't offer an opinion on --</p> <p>21 I'm not offering an opinion on liability. I'm</p> <p>22 definitely not offering opinion on what the legal</p> <p>23 implications of "simple" is.</p> <p>24 Q. Okay. So what is the analysis, you know,</p> <p>25 that starts in Section 9 stating that "The</p> <p style="text-align: right;">Page 183</p>	<p>1 have done something different, you've talked about</p> <p>2 that.</p> <p>3 One of the things that I do here is to see</p> <p>4 these sort of general tests, to see whether that</p> <p>5 speculation in general is supported by the data.</p> <p>6 And in these -- in the next section, I believe, I</p> <p>7 talk about tasks that make me believe that these --</p> <p>8 the speculative explanations that you have thrown</p> <p>9 out about people being misled by the simplicity or</p> <p>10 the lack of simplicity of the cancellation flow</p> <p>11 don't amount to -- you're making over- --</p> <p>12 overgenerous for the purpose of consumer injury and</p> <p>13 restitution in making overgenerous assumptions. At</p> <p>14 least the calculations that are presented that</p> <p>15 Ms. Verdi does are overgeneralizing what the damages</p> <p>16 should be.</p> <p>17 Q. Well, don't you write on page -- paragraph</p> <p>18 37, "If subscribers found Match.com's cancellation</p> <p>19 flow not to be simple, as the FTC claims, then one</p> <p>20 would expect to see a high percentage of those</p> <p>21 attempting to cancel to be unsuccessful"?</p> <p>22 So, in fact, you are talking about the</p> <p>23 simplicity of the flow and cancellation rates being</p> <p>24 connected, aren't you?</p> <p>25 MS. PRIEST: Objection, mischaracterizes</p> <p style="text-align: right;">Page 185</p>

<p>1 the evidence, argumentative.</p> <p>2 A. I'm talking about the analysis here and</p> <p>3 I'm talking about the FTC's allegations here. I'm</p> <p>4 not -- I'm not trying to put a legal description on</p> <p>5 "simple" here, and that should be clear. If I've</p> <p>6 been loose in my language, I shouldn't have been.</p> <p>7 Q. But you're saying that a flow that is not</p> <p>8 simple would have a low cancellation rate, aren't</p> <p>9 you?</p> <p>10 MS. PRIEST: Objection, vague, misstates</p> <p>11 the testimony.</p> <p>12 A. I'm saying what I say here, which is, if</p> <p>13 it were overly complex or it was the cause of people</p> <p>14 not canceling, you would expect to see a high</p> <p>15 percentage of those who attempted to cancel failed</p> <p>16 to cancel. That's what I'm saying here. And I'm</p> <p>17 doing the test to see if that's true or not.</p> <p>18 Q. Okay. So you're not testifying -- you</p> <p>19 don't have an opinion on whether or not a</p> <p>20 cancellation rate is indicative of the simplicity of</p> <p>21 the flow?</p> <p>22 MS. PRIEST: Objection, vague. Objection</p> <p>23 to the extent it calls for a legal conclusion.</p> <p>24 A. I'm saying if it were true that there</p> <p>25 was -- that people were basically resubscribing</p> <p style="text-align: right;">Page 186</p>	<p>1 in evidence.</p> <p>2 A. Yeah, I don't recall one way or the other.</p> <p>3 Q. So, in other words, how many days did the</p> <p>4 users have to complete the tasks that are the basis</p> <p>5 of Jeff Sauro's 78 percent?</p> <p>6 MS. PRIEST: Objection, vague. Assumes</p> <p>7 facts not in evidence.</p> <p>8 A. Yeah, I just don't recall.</p> <p>9 Q. It was a single attempt, wasn't it,</p> <p>10 because these are usability studies conducted in one</p> <p>11 session?</p> <p>12 MS. PRIEST: Objection, vague, assumes</p> <p>13 facts not in evidence.</p> <p>14 A. That may be. I don't know that for a</p> <p>15 fact.</p> <p>16 Q. Okay. So let's just assume that's a fact.</p> <p>17 Is that comparable to looking at a completion rate</p> <p>18 that occurs, you know, between whenever they start</p> <p>19 the flow all the way through however many days,</p> <p>20 weeks, or months to the end of the subscription</p> <p>21 period?</p> <p>22 MS. PRIEST: Objection, vague and</p> <p>23 speculative.</p> <p>24 A. If you're doing what I'm doing here, which</p> <p>25 is analyzing the restitution, then you want to look</p> <p style="text-align: right;">Page 188</p>
<p>1 because of the cancellation flow, then you would</p> <p>2 expect to see a high percentage of those people, you</p> <p>3 would expect to see a high percentage of those</p> <p>4 canceling unsuccessfully. That's what I'm saying.</p> <p>5 Q. And that does not address the question of</p> <p>6 simplicity. Is that correct?</p> <p>7 A. What it doesn't do is it doesn't offer an</p> <p>8 opinion on liability, on simplicity or not</p> <p>9 simplicity. What I'm looking at is consumer</p> <p>10 behavior. And if there was some reason associated</p> <p>11 with the resignation flow, simplicity or not, you</p> <p>12 wouldn't expect to see a high cancellation rate,</p> <p>13 which is in fact what we do have here, a very high</p> <p>14 cancellation rate.</p> <p>15 Q. So in here you write that Jeff Sauro wrote</p> <p>16 the average task completion rate is 78 percent,</p> <p>17 right?</p> <p>18 A. I'm sorry. Where are we? I think that's</p> <p>19 correct, but where have you moved on to?</p> <p>20 Q. Paragraph 38 on page 22.</p> <p>21 A. All right. Oh, yes. The bottom of that</p> <p>22 page. You're right.</p> <p>23 Q. Are you aware that he's referring to first</p> <p>24 attempt?</p> <p>25 MS. PRIEST: Objection. Assumes facts not</p> <p style="text-align: right;">Page 187</p>	<p>1 through the whole thing. If they successfully</p> <p>2 resigned wherever they resigned, they resigned and</p> <p>3 they didn't end up paying money. Like I said, I'm</p> <p>4 not offering this as a proof related to an opinion</p> <p>5 on liability or not.</p> <p>6 Q. The FTC is not seeking money for consumers</p> <p>7 who actually canceled, are we?</p> <p>8 MS. PRIEST: Objection, vague.</p> <p>9 A. I don't believe they are. But to find out</p> <p>10 whether the people that they claim are owed money</p> <p>11 because of the cancellation flow, those are</p> <p>12 relevant -- that's relevant information to raise, in</p> <p>13 my opinion as an economist.</p> <p>14 (Exhibit 6 marked)</p> <p>15 Q. So we want to introduce Exhibit 6, which</p> <p>16 is an article by Jeff Sauro titled "10 Things to</p> <p>17 Know About Completion Rates." It should already be</p> <p>18 in the system.</p> <p>19 A. Okay. Let me see if I can figure it out</p> <p>20 this time. All right. This is, yes, Exhibit 6?</p> <p>21 Q. Yes, sir. In it, he writes that, "Around</p> <p>22 14 percent of users" --</p> <p>23 MS. PRIEST: Hold on.</p> <p>24 MR. AIJAZ: Go ahead.</p> <p>25 MS. PRIEST: Hasan, he's still getting it</p> <p style="text-align: right;">Page 189</p>

<p>1 stopping point, that would be fine. But it's up to 2 you. We can do it now or we can do it at a more 3 convenient stopping point if you're in the middle of 4 a set of questions. 5 Q. This is a -- this is a fine point. We'll 6 pause right here. A short break, five minutes? 7 A. Yeah, that would be fine. 8 Q. All right. See you in five. 9 A. Thank you. 10 (Recess from 3:18 to 3:31) 11 MR. AIJAZ: We'll go back on record. 12 BY MR. AIJAZ: 13 Q. All right. Section 10 of your report 14 that's on page 27. 15 A. Yes, I'm there. 16 Q. And here you're comparing the rates of 17 successful cancellation to rates of successful 18 sign-up, correct? 19 A. I'm doing that, yes. 20 Q. Did you calculate any amount of monetary 21 harm using this analysis? 22 MS. PRIEST: Objection, vague. 23 A. This analysis was looking at our response 24 in particular to some benchmarks to find out whether 25 there should be a presumption that the cancellation</p> <p style="text-align: right;">Page 210</p>	<p>1 the sign-up. 2 Q. Could Mr. Ward have done this analysis? 3 A. I'm sorry? 4 MS. PRIEST: Objection, vague, 5 speculative. 6 A. I'm sorry. I didn't catch the question. 7 Q. Could Mr. Ward have done this analysis? 8 MS. PRIEST: Objection, vague, 9 speculative, outside the scope. 10 A. Yeah, I don't -- I wouldn't speculate as 11 to what Mr. Ward could or could not do. 12 Q. In paragraph 50 -- 13 A. Yes? 14 Q. It spans pages 27 and 28. 15 A. It does. 16 Q. And you say -- is it correct that you say, 17 on average, about 40 percent of users with a free 18 account that hit a payment page converted to a paid 19 account within 90 days? 20 A. Yes, converting from a free account to a 21 paid account on average is 40 point -- I talk about 22 the variation over time, but yes. 23 Q. And what steps did this group of users 24 have to do to convert from the free account to a 25 paid account?</p> <p style="text-align: right;">Page 212</p>
<p>1 flow has had an adverse effect on people being able 2 to resign. And basically what I'm using here is I'm 3 taking an FTC benchmark to put in context the 4 adjustments I eventually make. 5 Q. You came up with a -- we're not going to 6 get into the specifics right now, but toward the end 7 of your report you do assume -- you said assuming 8 liability, you come up with a calculation of 9 monetary relief, correct? 10 A. That is correct. Well, not monetary, just 11 restitution. I don't -- I don't address any fines 12 or anything like that. 13 Q. Okay. How did your work in Section 10, 14 "Rates of Successful Cancellation Exceed Rates of 15 Successful Sign-up," factor into your calculation of 16 potential restitution assuming liability? 17 MS. PRIEST: Objection, vague. 18 A. It was one of the general analyses I did 19 to see if there was a reason to presume, as the FTC 20 does, at the higher level of the cancellation flow 21 whether there should -- whether those people should 22 be assumed to have canceled because of something to 23 do with the cancellation flow. And basically this 24 is an analysis that looks at how successful they 25 were compared to what is an FTC benchmark, which is</p> <p style="text-align: right;">Page 211</p>	<p>1 A. They had to go through several steps to 2 provide information about payment, basically, and 3 sign on. 4 Q. Would you mind providing me the specific 5 steps they had to take? 6 MS. PRIEST: Objection, vague, asked and 7 answered. 8 A. Yeah, I think it's -- I mean, it's 9 described, I believe, in the next section where I 10 look at the steps that they take. I don't think I 11 put them -- I don't think I put them here. But you 12 can go through -- you know, you can go through the 13 pages and do it. That's what my -- that's what 14 Dheeraj did at my direction which I reviewed. 15 Q. So again, 40 percent or only 40 percent of 16 free subscribers after hitting a paid -- payment 17 page converted to a paid account within 90 days, 18 correct, on average? 19 A. Yeah. Well, 40.56 percent, but yes, 20 40 percent is a rough number. 21 Q. Do you think that low rate is attributable 22 to the difficulty of the -- of a flow and converting 23 to a paid account? 24 MS. PRIEST: Objection, vague, 25 speculative.</p> <p style="text-align: right;">Page 213</p>

<p>1 A. Yes, I don't have an opinion on that. I'm 2 just trying to use the benchmark that the FTC has 3 put forward. 4 Q. So you don't have evidence that that 5 failure is attributable to a difficult flow rather 6 than a decision not to enroll because, for example, 7 the price was too high, correct? 8 MS. PRIEST: Objection, vague, 9 speculative. 10 A. Yeah, this is what they did. The data 11 doesn't let me split out whether in their mind it 12 was the dollar value or the difficulty. This is 13 just a simple calculation based on the FT- -- one 14 way to measure the FTC's proposed rule. 15 Q. Okay. And Section 11 compares the number 16 of steps and time complete and compares that between 17 canceling and signing up, right? 18 A. Oh, yes, Roman 11 does that, yes. You're 19 right. I'm sorry. I misheard you. 20 Q. No worries. Okay. What -- did this 21 factor into your calculation of restitution assuming 22 liability? 23 MS. PRIEST: Objection, vague. 24 A. I mean, it is a -- it is a set of 25 fundamental analyses that lead me to conclude that</p> <p style="text-align: right;">Page 214</p>	<p>1 A. I'm just reporting what he did there, yes. 2 Q. Are you aware that he created a 95 percent 3 confidence interval of the median time to cancel 4 based on the results of his usability study? 5 MS. PRIEST: Objection, outside the scope. 6 A. I looked through his calculations. He may 7 have done a confidence interval. I don't recall off 8 the top of my head. 9 Q. Would it surprise you to learn that the 10 confidence interval he constructed for the median 11 time to cancel based on his usability study was 12 shorter than the median time to cancel based on 13 Match's actual population data? 14 MS. PRIEST: Objection, outside the scope, 15 assumes facts not in evidence. 16 A. Yeah, I've not seen that analysis. 17 Q. Okay. You have been qualified as an 18 expert on the basis of your experience with 19 statistics, right? 20 A. That's part of my expertise, that's 21 correct. 22 Q. Okay. What does it tell you about a 23 sample where the confidence, 95 percent confidence 24 interval, that parameter doesn't capture the actual 25 population parameter?</p> <p style="text-align: right;">Page 216</p>
<p>1 people who -- that the adjustments I make when I do 2 the analysis later on are justified. It tells me 3 sort of on a basic level that it shouldn't 4 necessarily be -- the way the FTC's calculated its 5 restitution shouldn't -- is overbroad because it 6 sweeps in a variety of people who it hasn't been 7 shown actually renewed because they were unable to 8 cancel. 9 Q. And how does it show that? 10 A. It shows that -- it shows that based on 11 FTC benchmarks, these particular -- that the 12 procedures here and in the next section are 13 consistent with that type of policy. 14 Whether -- I'm not -- once again, I'm not 15 offering an opinion as to whether there's a simple 16 process here or not, but these type of things mean 17 that you have to step forward and do additional 18 calculations to pull out some of the restitution 19 calculations that the FTC has put forward minus 20 Ms. Verdi's calculations. 21 Q. On paragraph 55, which is page 29 and it 22 goes on to page 30, you cite Mr. Ward's report 23 showing that participants of his study took an 24 average of 74 seconds to cancel a subscription, 25 correct?</p> <p style="text-align: right;">Page 215</p>	<p>1 MS. PRIEST: Objection, vague, 2 speculative, outside the scope. 3 A. Yeah, I mean, that's a very general 4 question. And it's -- obviously you have to look at 5 the specifics. If you're asking me to assume that a 6 sample is clearly not representative of a larger 7 sample such as the opinions I gave about Dr. King's 8 analysis in my first report, then you should be 9 careful to make sure it's representative. It 10 depends on the specifics. 11 And obviously I spent a lot of time on the 12 specifics in my first report, in my opinions there. 13 I just -- I just don't know what you're -- I'd have 14 to see the specifics to have an opinion on any 15 particular calculation. 16 Q. Okay. And you think Dr. King's sample is 17 unreliable because it doesn't Match with the 18 population parameters, correct? 19 MS. PRIEST: Objection, vague, misstates 20 the testimony. 21 A. I say in her instance, what she has 22 selected in terms of the number of customer -- the 23 subset of consumer interactions is not 24 representative of the population of people who use 25 Match.com. That's definitely my opinion.</p> <p style="text-align: right;">Page 217</p>

<p>1 A. Yeah, I mean, there are lots of ways to 2 look at that. But yes, if they did something once, 3 then the chances are they know how to do it, so -- a 4 second time.</p> <p>5 Q. Well, what I mean to say is if the 6 assumption is that Match is liable -- let's be 7 precise in that. If the assumption is that the 8 online cancellation flow was not simple, then why 9 would you subtract out users who did a difficult 10 thing for failing to do that difficult thing again?</p> <p>11 A. Well, first of all, I'm only making the 12 assumption for the purpose of calculating 13 restitution here. I'm not offering a liability 14 opinion. But there is -- the vast majority of 15 people successfully -- successfully resigned. Why 16 you would presume based on that that it is a 17 difficult process is an assumption that basically 18 goes against the data. Most everybody can do it, 19 then the economic analysis would be most people can 20 do it. If most people can do it, does that make it 21 extremely difficult or specific?</p> <p>22 The issue isn't can we speculate about it 23 being difficult for some people the first time and 24 difficult for some people the second time. You can 25 speculate about that, but I don't see evidence that</p> <p style="text-align: right;">Page 278</p>	<p>1 difficulties, those people were not harmed.</p> <p>2 If the person got their money back, you 3 can argue about lots of other things, but if they 4 got their money back or if they successfully 5 canceled, then they simply -- they weren't -- they 6 weren't damaged and they shouldn't be given money 7 back in restitution.</p> <p>8 So all of these analyses, these three 9 analyses that I do simply identifies a group where 10 based on the economic analysis it's unlikely that 11 the reason that they did not cancel was -- had 12 anything to do with the flow. There were other 13 reasons that were there. And that's the type of 14 analysis I do. I do the basic economic analysis, 15 raising questions about the reliability of what the 16 FTC's found.</p> <p>17 Q. It just sounds like the analysis, the 18 assumption that they're found liable, would require 19 the assumption that the flow is not simple. 20 Correct?</p> <p>21 A. No.</p> <p>22 MS. PRIEST: Objection to the extent it 23 calls for a legal conclusion.</p> <p>24 A. It's -- first of all, I'm not offering a 25 legal conclusion. I've said that dozens of times</p> <p style="text-align: right;">Page 280</p>
<p>1 does that analysis or shows it. And the fact that 2 the other analyses that I do show that the vast 3 majority of people are -- can successfully cancel 4 undermines the assumption that you're making that 5 there's a large group of people in the box that 6 you're creating there.</p> <p>7 Q. So I just want to be clear here. I'm not 8 trying to box you into adopting an assumption that 9 goes directly counter to, you know, your client's 10 case, but I'm saying this exercise is for the 11 monetary -- I forget what you're calling it -- 12 restitution, the restitution analysis --</p> <p>13 A. Restitution.</p> <p>14 Q. -- is then under the assumption that Match 15 is or would be or is, whatever, would be found 16 liable, right? That's the starting point for this 17 particular exercise. I know you're not adopting it, 18 but for the purposes of this restitution analysis 19 exercise, the starting point is at assuming they're 20 liable, correct?</p> <p>21 A. For some group of people, that would be 22 true, to be damaged by it. What I do is I pull 23 people out of -- in restitution calculations -- out, 24 because the basic economic analysis is consistent 25 with those people, even assuming there were some</p> <p style="text-align: right;">Page 279</p>	<p>1 and I'm still not. No. The analysis I've done has 2 identified a group of people who resubscribed, and 3 we have -- I've eliminated groups which are unlikely 4 to have been -- had anything to do with the 5 difficulty of cancellation.</p> <p>6 What remains in the calculation, and it's 7 a positive number, are the instances, are the 8 people -- is the dollar value of those renewals that 9 I can't explain for the other three reasons. And 10 that's -- and so I'm assuming that what's left, 11 what's left is probably not -- is probably too big. 12 It's too many -- there are other reasons why people 13 didn't go through the cancellation flow the entire 14 way, but I can't quantify those. I've quantified 15 the ones that I can.</p> <p>16 Q. Okay. So for this group of 17 resubscribers, is your assumption that anyone who's 18 completed a cancellation process is able to complete 19 it again?</p> <p>20 MS. PRIEST: Objection, vague, incomplete 21 hypothetical.</p> <p>22 A. I'm assuming that if people -- if people 23 had resubscribed before, my calculation removes them 24 under the assumption that they -- that we have 25 strong evidence that if they didn't resubscribe,</p> <p style="text-align: right;">Page 281</p>

1 contains any changes and the reasons therefor;
 2 ____ was not requested by the deponent or a
 3 party before the completion of the deposition.

4 I further certify that I am neither
 5 counsel for, related to, nor employed by any of the
 6 parties in or counsel to this action, nor am I
 7 financially or otherwise interested in the outcome
 8 of this action.

9 Certified to by me this 8th day of
 10 September, 2023.

11

12

13

Karen L. Shelton

Karen L. Shelton, CSR, RDR, CRR

14

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Page 302

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2

September 8, 2023

3

RE: Federal Trade Commission v. Match Group, Inc., Et Al.

4

DEPOSITION OF: James Langenfeld, Ph.D. (# 6079281)

5

The above-referenced witness transcript is

6

available for read and sign.

7

Within the applicable timeframe, the witness

8

should read the testimony to verify its accuracy. If

9

there are any changes, the witness should note those

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on the attached Errata Sheet.

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the witness fails to do so within the time allotted,

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a certified copy of the transcript may be used as if

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Yours,

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Page 303

77 (Pages 302 - 303)

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UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

-----X
FEDERAL TRADE COMMISSION,)
)
Plaintiff,)
) Case No.
vs.)
) 3:19-cv-02281-K
MATCH GROUP, INC. a corporation,)
and MATCH GROUP, LLC, formerly)
known as MATCH.COM, LLC, a)
limited liability company,)
)
Defendants.)
-----X

30(B)(6) VIDEOTAPED DEPOSITION OF BIKRAM BANDY
Monday, June 26, 2023; 11:10 a.m. EDT

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30XI00244600, NJ CRT 30XR00019500, Washington State
CSR 23005926, Oregon CSR 230105, TN CSR 998, Remote
Counsel Reporter, LiveLitigation Authorized Reporter,
Notary Public
Job No. 5957247

Page 1

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1 Videotaped Deposition of BIKRAM BANDY, held	1 --oOo--
2 at law offices of Sidley Austin LLP, 1501 K Street,	2 INDEX OF EXAMINATION
3 Northwest, Washington, D.C. 20005, before	3 BIKRAM BANDY
4 Cindy L. Sebo, Registered Merit Court Reporter,	4 Federal Trade Commission v. Match Group
5 Certified Real-Time Reporter, Registered Professional	5 Monday, June 26, 2023
6 Reporter, Certified Shorthand Reporter, Certified	6 --oOo--
7 Court Reporter, Certified LiveNote Reporter,	7
8 Real-Time Systems Administrator, California Shorthand	8 EXAMINATION BY PAGE
9 Reporter 14409, New Jersey Certified Court Reporter	9 Mr. Hummel 9, 82
10 30XI00244600, New Jersey Certified Realtime Reporter	10 Mr. Aijaz 201
11 30XR00019500, New York Realtime Certified Reporter,	11
12 New York Association Certified Reporter, Washington	12
13 State CSR 23005926, Oregon CSR 230105, Tennessee CSR	13
14 998, Remote Counsel Reporter, LiveLitigation	14
15 Authorized Reporter and Notary Public, beginning at	15
16 approximately 11:10 a.m. EDT, when were present on	16 CERTIFICATE OF REPORTER 206
17 behalf of the respective parties:	17 INSTRUCTIONS TO WITNESS 207
18	18 ERRATA 208
19	19 ACKNOWLEDGMENT OF WITNESS 210
20	20
21	21
22	22
Page 2	Page 4
1 APPEARANCES:	1 --oOo--
2 Attorneys for Plaintiff:	2 INDEX TO EXHIBITS
3 FEDERAL TRADE COMMISSION	3 BIKRAM BANDY
4 M. HASAN AIJAZ, ESQUIRE	4 Federal Trade Commission vs. Match Group
5 1999 Bryan Street, Suite 2150	5 Monday, June 26, 2023
6 Dallas, Texas 75201	6 --oOo--
7 214.979.9350	7 (Exhibits Provided Electronically to Reporter.)
8 maijaz@ftc.gov	8 FTC DEPOSITION
9 Attorneys for Defendants:	9 EXHIBIT NUMBER DESCRIPTION PAGE
10 SIDLEY AUSTIN LLP	10 Exhibit 1 Notice of Deposition of Plaintiff
11 CHAD S. HUMMEL, ESQUIRE	11 Federal Trade Commission 7
12 1999 Avenue of the Stars 17th Floor	12 Exhibit 2 Notice of Deposition of Plaintiff
13 Los Angeles, California 90067	13 Federal Trade Commission 7
14 310.595.9505	14 Exhibit 3 Plaintiff's Fourth Amended
15 chummel@sidley.com	15 Responses to Defendant's First
16 -and-	16 Set of Interrogatories 13
17 CHELSEA A. PRIEST, ESQUIRE	17 Exhibit 4 E-mail string 36
18 2021 McKinney Avenue, Suite 2000	19 Exhibit 5 Plaintiff's Third Amended
19 Dallas, Texas 75201	20 Initial Disclosures 60
20 214.981.3476	21
21 cpriest@sidley.com	22
22 ALSO PRESENT: ORSON BRAITHWAITE, Videographer	
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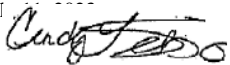
<p>1 had the word "cancel" in it. I don't 2 remember the exact language, but "cancel" 3 was in the title of the option, and it was 4 also in the description of what -- what that 5 option would do.</p> <p>6 So prior to May 20- -- 2019, if 7 people got to the password page, they clicked 8 on a link that had the word "cancel" in it 9 and was described as -- as a -- as a way 10 where you could go to cancel your 11 subscription.</p> <p>12 After May 2019, the -- the -- 13 Match changed it to Manage Subscriptions, so 14 they made it harder to figure out that that's 15 where you needed to go to -- to cancel the 16 subscription. But, nonetheless, that would 17 be the place where people would go to cancel 18 their subscription.</p> <p>19 BY MR. HUMMEL: 20 Q. And -- and we're talking past each 21 other. Let me -- let me be more precise. 22 Does the FTC have any empirical</p> <p style="text-align: right;">Page 22</p>	<p>1 BY MR. HUMMEL: 2 Q. Let me be, then, more precise. 3 Does the FTC have any survey of 4 consumers who reached that page to confirm your 5 assumption? 6 MR. AIJAZ: Objection: vague. 7 THE WITNESS: So -- 8 BY MR. HUMMEL: 9 Q. Yes or no? It's a yes-or-no 10 question. 11 A. I believe, based on what I've been 12 told during my prep, that the FTC does not have 13 any surveys or studies done prior to the 14 initiation of this litigation. 15 Q. What about after? Is there any 16 empirical evidence of what consumers thought, 17 believed or intended when they reached Page Code 18 189? 19 MR. AIJAZ: So let me first just 20 -- I think it would -- because this -- this 21 overlaps with Topic 6, which was the subject 22 of lots of -- when you talk about studies,</p> <p style="text-align: right;">Page 24</p>
<p>1 evidence -- consumer survey, subscriber survey, 2 interviews with users -- that when they got to 3 Page 189, they, in fact, intended to cancel, as 4 opposed to merely visiting Page 189?</p> <p>5 MR. AIJAZ: Objection: form and 6 ambiguous; assumes facts not in evidence. 7 BY MR. HUMMEL: 8 Q. Do you see my point? 9 A. I don't. 10 Q. Okay. So it's possible, is it not, 11 that a subscriber could simply click on Settings, 12 click on Cancel, get to the password wall but not 13 intend to cancel, right? 14 MR. AIJAZ: Objection: calls for 15 speculation. 16 THE WITNESS: It seems a little 17 far-fetched. If -- if a consumer clicks on 18 a link that says Cancel, that they're just 19 looking around? Like, I think it's a 20 reasonable assumption that if someone clicks 21 on a link that says Cancel, that they 22 intended to cancel.</p> <p style="text-align: right;">Page 23</p>	<p>1 there's lots of negotiations between the 2 parties. 3 And so I don't know if you want to 4 introduce that as -- as an exhibit to show 5 what was actually agreed to and not agreed to 6 be part of this deposition. 7 MR. HUMMEL: That's fine. 8 BY MR. HUMMEL: 9 Q. I'm asking you if you have any 10 knowledge -- it's a very clear question, in my 11 view -- 12 A. I -- 13 Q. -- are you aware -- 14 A. -- I'm giving you an answer. 15 Q. -- so you're not aware of any? So 16 the answer is no? 17 A. I gave you -- what I -- my answer 18 was what it was. 19 Q. Okay. I'll reask. 20 Has the FTC interviewed a single 21 subscriber that said, When I got to Page 189, I 22 intended to cancel? Is there going to be</p> <p style="text-align: right;">Page 25</p>

<p>1 MR. AIJAZ: It's irrelevant. 2 BY MR. HUMMEL: 3 Q. Okay. Did you speak with her in 4 connection with preparing for your testimony on 5 Topic 2? 6 MR. AIJAZ: Objection: asked and 7 answered. 8 MR. HUMMEL: Okay. 9 THE WITNESS: I did not speak with 10 her. 11 BY MR. HUMMEL: 12 Q. Right. Okay. Thanks. 13 In preparation for your deposition 14 today, did you review any consumer complaints or 15 purported complaints relating to the Match cancel 16 -- online cancellation flow? 17 MR. AIJAZ: Objection: scope. 18 THE WITNESS: I don't think I 19 looked at them for preparation today. I -- 20 I looked at them in preparation for my prior 21 testimony, but I didn't need -- I didn't -- 22 it didn't -- I didn't feel the need to go</p> <p style="text-align: right;">Page 54</p>	<p>1 theoretically possible, but I -- I don't 2 think it's -- you know, I think it's a 3 reasonable assumption that people that go 4 through the cancellation flow intended to 5 cancel. And if they didn't cancel, it was 6 because something thwarted them -- the design 7 of the flow thwarted them from doing that. 8 MR. HUMMEL: Do you mind reading 9 the question back? 10 CERTIFIED STENOGRAPHER: Sure. 11 - - - 12 (Whereupon, the certified 13 stenographer read back the 14 pertinent part of the record.) 15 - - - 16 MR. AIJAZ: Same objections. 17 BY MR. HUMMEL: 18 Q. I don't think you answered my 19 question. 20 The question was: Has the FTC 21 investigated, not whether you think it's a 22 reasonable assumption or not.</p> <p style="text-align: right;">Page 56</p>
<p>1 back and have to look at them again. 2 BY MR. HUMMEL: 3 Q. Okay. In connection with the FTC's 4 calculation of purported consumer harm that we 5 just discussed -- and in -- in particular, its 6 response to Interrogatory Number 2 -- excuse me -- 7 Interrogatory Number 3, Topic 2 -- has the FTC 8 investigated whether there are other reasons for 9 abandonment of an attempt to cancel other than 10 that the -- that the online cancel- -- 11 cancellation flow was allegedly not simple? 12 MR. AIJAZ: Objection: form; vague 13 and scope. 14 THE WITNESS: Yeah. I recall we 15 talked about this last time, and you were 16 giving me hypotheticals about why someone 17 might abandon. And I -- like, the doorbell 18 rang, or something like that, and I said, 19 you know, it's -- anything's possible. 20 But, you know, it seems like if 21 someone is going to the cancellation flow, 22 that they have an intent to cancel. So</p> <p style="text-align: right;">Page 55</p>	<p>1 A. I would say that -- yeah, the FTC 2 considered, like, why someone would abandon, but I 3 don't know, like, what you mean -- like, I don't 4 know -- like, investigated -- I mean, do we 5 consider that there might be other reasons that 6 someone might abandon the -- the flow? I'm sure 7 we did, but it didn't seem like any of those 8 reasons were particularly plausible or material. 9 Q. What did the FTC do to investigate 10 whether there were other reasons for abandonment, 11 as opposed to the -- other than the cancellation 12 flow? 13 MR. AIJAZ: Objection: vague and 14 scope. 15 THE WITNESS: Look, I think we 16 talked about this before, but, you know, one 17 of the things we did in our investigation is 18 we looked at the consumer complaints. And 19 the consumer complaints were telling a 20 story, and that story seemed to be 21 consistent with what our common-sense 22 observation of what the cancellation flow</p> <p style="text-align: right;">Page 57</p>

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<p>1 was.</p> <p>2 And so, you know, I -- I don't</p> <p>3 think we were focused on investigating the</p> <p>4 absence. So we were investigating whatever</p> <p>5 the facts indicated. We looked at the</p> <p>6 cancellation flow, we looked at the consumer</p> <p>7 complaints, and that's what we investigated.</p> <p>8 BY MR. HUMMEL:</p> <p>9 Q. So, to be clear, the FTC's</p> <p>10 investigation was limited to a common-sense</p> <p>11 evaluation by the FTC and an evaluation of</p> <p>12 purported consumer complaints?</p> <p>13 MR. AIJAZ: Objection: misstates</p> <p>14 testimony; vague.</p> <p>15 THE WITNESS: Yeah -- yeah, I --</p> <p>16 I -- I don't -- I think that's -- that's too</p> <p>17 limiting. I mean, I can't -- I'm not</p> <p>18 prepared and able to talk about every single</p> <p>19 step that the Agency took in its</p> <p>20 investigation. Those are just two factors</p> <p>21 that they looked at.</p> <p>22 Were there other things that they</p> <p style="text-align: right;">Page 58</p>	<p>1 or surveys prior to the initiation of this</p> <p>2 litigation.</p> <p>3 BY MR. HUMMEL:</p> <p>4 Q. If you can look, please, at --</p> <p>5 MR. HUMMEL: I know.</p> <p>6 What's it -- Exhibit 5 is next?</p> <p>7 THE WITNESS: Done with 3?</p> <p>8 BY MR. HUMMEL:</p> <p>9 Q. Done for now.</p> <p>10 MR. HUMMEL: Exhibit 5.</p> <p>11 THE WITNESS: Thank you.</p> <p>12 MR. AIJAZ: You guys got to get</p> <p>13 narrower tables.</p> <p>14 THE WITNESS: Which one?</p> <p>15 CERTIFIED STENOGRAPHER: Three,</p> <p>16 please.</p> <p>17 --oOo--</p> <p>18 (FTC Deposition Exhibit Number 5,</p> <p>19 Plaintiff's Third Amended Initial</p> <p>20 Disclosures, marked for</p> <p>21 identification, as of this date.)</p> <p>22 --oOo--</p> <p style="text-align: right;">Page 60</p>
<p>1 looked at? Possibly. But I -- you know, I</p> <p>2 can't -- I'm not here to detail, like, every</p> <p>3 single investigative step that -- that the</p> <p>4 Agency took. I can't do that. My memory is</p> <p>5 not that good.</p> <p>6 BY MR. HUMMEL:</p> <p>7 Q. Did the FTC conduct any surveys of</p> <p>8 consumers who failed to -- strike that.</p> <p>9 Did the FTC conduct any surveys of</p> <p>10 consumers who did not ultimately complete the</p> <p>11 cancellation flow but, rather, abandoned it to</p> <p>12 determine why the abandonment took place?</p> <p>13 A. This is going --</p> <p>14 MR. AIJAZ: Same objection</p> <p>15 regarding scope.</p> <p>16 THE WITNESS: -- this is going to</p> <p>17 sound familiar. I'm not aware of any</p> <p>18 studies or surveys that the Agency did prior</p> <p>19 to the initiation of this litigation -- or</p> <p>20 I -- no. Strike that.</p> <p>21 I'm not aware that -- or no.</p> <p>22 The Agency did not do any studies</p> <p style="text-align: right;">Page 59</p>	<p>1 BY MR. HUMMEL:</p> <p>2 Q. Exhibit 5 are the Plaintiff's Third</p> <p>3 Amended Initial Disclosures in the case.</p> <p>4 Have you reviewed this document in</p> <p>5 connection with your preparation for testimony</p> <p>6 here today?</p> <p>7 A. So, actually, I have not. I looked</p> <p>8 at the second amended --</p> <p>9 Q. Okay.</p> <p>10 A. -- I -- I -- well, I -- I -- maybe</p> <p>11 -- maybe I did -- maybe I did. I -- I'm pretty</p> <p>12 sure what I looked at was second amended, and I</p> <p>13 didn't review the entirety of it. I -- I believe</p> <p>14 I only reviewed the provision.</p> <p>15 Let me take a look and see if it's</p> <p>16 -- I don't think it's going to be different from</p> <p>17 what I looked at it for.</p> <p>18 Q. What I'm going to ask you about</p> <p>19 begins on Page 25 through 26, related to civil</p> <p>20 penalties.</p> <p>21 (Whereupon, the witness reviews the</p> <p>22 material provided.)</p> <p style="text-align: right;">Page 61</p>

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<p style="text-align: center;">C E R T I F I C A T E</p> <p>I, Cindy L. Sebo, Nationally Certified Court Reporter herein, do hereby certify that the foregoing deposition of BIKRAM BANDY was taken before me pursuant to notice at the time and place indicated; that said witness duly swore to tell the truth, the whole truth and nothing but the truth under penalties of perjury; that said testimony of the witness was correctly recorded to the best of my abilities in machine shorthand, thereafter transcribed under my supervision with computer-aided transcription; that the deposition is a true and accurate record of the testimony given by the witness; that I am neither counsel, nor kin to any party in said action, nor interested in the outcome; and that a copy of this transcript obtained from a source other than the court reporting firm, including an adversary or co-counsel in the matter, is uncertified and may not be used at trial. Jul 11, 2023</p> <p style="text-align: center;"></p> <p>Cindy L. Sebo, RMR, CRR, RPR, CSR, CCR, CLR, RSA, NYRCR, NYACR, CA CSR 14409, NJ CCR 30XI00244600, NJ CRT 30XR00019500, Washington CSR 23005926, Oregon State 230105, Tennessee CSR 998, Remote Counsel Reporter, LiveLitigation Authorized Reporter, Notary Public</p> <p style="text-align: right;">Page 206</p>	<p>1 Federal Trade Commision v. Match Group, Inc., Et Al.</p> <p>2 Bikram Bandy , 30 b6 (#5957247)</p> <p style="text-align: center;">E R R A T A S H E E T</p> <p>3</p> <p>4 PAGE_____ LINE_____ CHANGE_____</p> <p>5 _____</p> <p>6 REASON_____</p> <p>7 PAGE_____ LINE_____ CHANGE_____</p> <p>8 _____</p> <p>9 REASON_____</p> <p>10 PAGE_____ LINE_____ CHANGE_____</p> <p>11 _____</p> <p>12 REASON_____</p> <p>13 PAGE_____ LINE_____ CHANGE_____</p> <p>14 _____</p> <p>15 REASON_____</p> <p>16 PAGE_____ LINE_____ CHANGE_____</p> <p>17 _____</p> <p>18 REASON_____</p> <p>19 PAGE_____ LINE_____ CHANGE_____</p> <p>20 _____</p> <p>21 REASON_____</p> <p>22 _____</p> <p>23 _____</p> <p>24 Bikram Bandy , 30 b6 _____ Date _____</p> <p>25</p> <p style="text-align: right;">Page 208</p>
<p>1 Hasan Aijaz</p> <p>2 maijaz@ftc.gov</p> <p>3 July 11, 2023</p> <p>4 RE: Federal Trade Commision v. Match Group, Inc., Et Al.</p> <p>5 6/26/2023, Bikram Bandy , 30 b6 (#5957247)</p> <p>6 The above-referenced transcript is available for</p> <p>7 review.</p> <p>8 Within the applicable timeframe, the witness should</p> <p>9 read the testimony to verify its accuracy. If there are</p> <p>10 any changes, the witness should note those with the</p> <p>11 reason, on the attached Errata Sheet.</p> <p>12 The witness should sign the Acknowledgment of</p> <p>13 Deponent and Errata and return to the deposing attorney.</p> <p>14 Copies should be sent to all counsel, and to Veritext at</p> <p>15 errata-tx@veritext.com.</p> <p>16</p> <p>17 Return completed errata within 30 days from</p> <p>18 receipt of testimony.</p> <p>19 If the witness fails to do so within the time</p> <p>20 allotted, the transcript may be used as if signed.</p> <p>21</p> <p>22 Yours,</p> <p>23 Veritext Legal Solutions</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 207</p>	<p>1 Federal Trade Commision v. Match Group, Inc., Et Al.</p> <p>2 Bikram Bandy , 30 b6 (#5957247)</p> <p style="text-align: center;">A C K N O W L E D G E M E N T O F D E P O N E N T</p> <p>3</p> <p>4 I, Bikram Bandy , 30 b6, do hereby declare that I</p> <p>5 have read the foregoing transcript, I have made any</p> <p>6 corrections, additions, or changes I deemed necessary as</p> <p>7 noted above to be appended hereto, and that the same is</p> <p>8 a true, correct and complete transcript of the testimony</p> <p>9 given by me.</p> <p>10 _____</p> <p>11 _____</p> <p>12 Bikram Bandy , 30 b6 _____ Date _____</p> <p>13 *If notary is required</p> <p>14 SUBSCRIBED AND SWORN TO BEFORE ME THIS</p> <p>15 _____ DAY OF _____, 20____.</p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 NOTARY PUBLIC</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 209</p>

Bates Numbers

1. MATCHFTC846944
 - a. InSessionOrFiftySecondsPostResignMetrics
 - b. Aggregated session data related to resignation flow.
2. MATCHFTC846511
 - a. MATCHFTC846511 Resign Path Cash by Drop Off Point Starting with Manage Subscription Page.xlsx
 - b. Aggregated Monetary data.
3. MATCHFTC846469
 - a. MATCHFTC846469 Resign Flow Counting from Manage Subscription Login Page.xlsx
 - b. Aggregated subscription data.
4. MATCHFTC846948
 - a. Resign Flow Sessions For US Subs Where Subscription Not Previously Resigned.
 - b. Aggregated subscription data.
5. MATCHFTC846945
 - a. Monthly Sessions Going To Subscription Status Page.
 - b. Aggregated subscription data.

Civil Penalties

Civil Penalty Calculation based on # of Days

1. Instructed to calculate the civil penalty based on
 - a. Formula: # of days * \$ amount per violation
 - b. Values provided:
 - i. Start date: 9/26/2014.
 - ii. End Date: 7/28/2023
 - iii. Amount per violation \$50,120
2. Steps
 - a. Calculations for End Date of 7/28/2023
 - i. Calculated the number of days by subtracting 7/28/2023 from 9/26/2014 for a total of 3227 days.
 - ii. Calculated the civil penalty by multiplying 3227 * 50,120.
 - iii. Result civil penalty of \$161,737,240.

Civil Penalty Calculation based on Total # of Sessions

1. Documents relied on:
 - a. MATCHFTC846948 Resign Flow Sessions For US Subs Where Subscription Not Previously Resigned.
 - b. MATCHFTC846945 Monthly Sessions Going To Subscription Status Page.
2. Instructed to calculate the civil penalty based on
 - a. Formula: # of sessions * \$ amount per violation

- b. Values provided:
 - iv. Amount per violation \$50,120
 - v. Start date: October 2014
 - vi. End date: March 2023 (end of data set)
- 3. Instructed to calculate # of total sessions based on
 - a. Formula: 948 Column D - 945 Column F
 - b. 948 Column D 'sessionsviewingloginpage'
 - c. 945 Column F 'sessionsviewing password verification page and Subscription Status'
 - i. Start date: March 2019
 - ii. End date: March 2023 (end of data set)
- 4. Steps
 - a. Filtered data set on MATCHFTC846948 the sheet labeled "Sheet1" to include only entries from October 2014 to March 2023 using column A labeled 'date_part' for the year and column B labeled 'date_part' for the month.
 - b. Calculated the Total for 948 Column D by summing up all values in the column on the filtered data.
 - i. Result: 24,168,654 total sessions viewing login page.
 - c. Filtered data set on MATCHFTC846945 the sheet labeled "Data" to include only entries from March 2019 to March 2023 using column A labeled 'Year for the year and column B labeled 'Month' for the month.
 - d. Calculated the Total for 945 Column F by summing up all values in the column on the filtered data.
 - i. Result: 2,250,987 total sessions viewing password verification page and Subscription Status
 - e. Calculated the total number of sessions by subtracting the total for 945 Column F from 948 Column D
 - i. Result: 21,917,667
 - f. Calculated the civil penalty by multiplying 21,917,667 * 50,120.
 - ii. Result civil penalty of: \$ \$1,098,513,470,040.

Consumer Harm

Monetary Consumer Harm

- 1. Documents relied on:
 - a. MATCHFTC846511 Resign Path Cash by Drop Off Point Starting with Manage Subscription Page.xlsx.
 - b. MATCHFTC846945 Monthly Sessions Going To Subscription Status Page.
 - c. MATCHFTC846944 InSessionOrFiftySecondsPostResignMetrics
- 2. Instructed to calculate Monetary Consumer Harm based on
 - a. Values provided:
 - i. Start Date: October 2016
 - ii. End Date: December 2022 (end of data set)
 - b. Subtotal of each of the 5 different pages per month of the resignation flow
 - i. Formula 1: RenewalCash + RefundedCash + ChargedBackCash
(NOTE: RefundedCash & ChargedBackCash are negative numbers)

- c. Subtotal for each of subtotals per month for the 5 pages.
 - d. Percentage of users who landed on page for password verification and subscription status per month for ManageSubscriptionLoginSuccess page.
 - i. Start Date: March 2019
 - ii. End Date: March 2023
 - iii. Formula: 945 Column F / 944 Column O.
 - iv. 945 Column F: 'sessionsviewing password verification page and Subscription Status'
 - v. 944 Column O: 'sessionsgettingonlyasdeepasmanageorcancelsubscriptionpagewhere userdidnotresignortakesaveofferin sessionorfiveminutespostsession'
 - e. Subtotal for ManageSubscriptionLoginSuccess page minus percentage of users who landed on page for password verification and subscription status.
 - f. Total for all Subtotals per month.
 - g. Overall Grand Total – summing up all the Totals for the 5 pages.
3. Steps
- a. Filtered data set on the MATCHFTC846511 sheet labeled "Sheet1" to include only entries from October 2016 to December 2022 using column A labeled 'year' for the year and column B labeled 'month' for the month.
 - b. Filtered data set on the MATCHFTC846944 sheet labeled "data" to include only entries from March 2019 to December 2022 using column B labeled 'date_part' for the year and column C labeled 'date_part' for the month.
 - c. Filtered data set on the MATCHFTC846945 sheet labeled "Data" to include only entries from March 2019 to December 2022 using column A labeled 'Year' for the year and column B labeled 'Month' for the month.
 - d. Calculated Subtotal and Total for all 5 pages listed.
 - i. ManageSubscriptionLoginPage
 - 1. Calculated subtotal by summing columns C+H+M for each row.
 - 2. Calculated total of subtotal by summing all subtotals per month: \$25,228,818.20
 - ii. Calculated percentage of users who landed on page for password verification and subscription status per month by dividing 945 Column F by 944 Column O.
 - iii. ManageSubscriptionLoginSuccessPage
 - 1. Calculated subtotal by adding columns D+I+N for each row.
 - 2. Calculated \$ Total per month for ManageSubscriptionLoginSuccess page by subtracting % calculated in step ii. from one and multiplying the result by subtotal from step iii.1. $(1-\%)(\text{subtotal})$.
 - 3. Calculated total of subtotal by summing all subtotals per month: \$15,563,082.98
 - iv. FirstSurveyPage
 - 1. Calculated subtotal by adding columns E+J+O for each row.
 - 2. Calculated total of subtotal by summing all subtotals per month: \$3,887,455.88
 - v. SaveOfferPage

1. Calculated subtotal by adding columns F+K+P for each row.
2. Calculated total of subtotal by summing all subtotals per month:
\$4,936,682.55
- vi. SecondSurveyPage
 1. Calculated subtotal by adding columns G+L+Q for each row.
 2. Calculated total of subtotal by summing all subtotals per month:
\$1,502,765.31
- e. Calculated Grand Total by summing up all the Totals for each of the 5 pages:
\$51,118,804.92.

Number of Harmed Users

1. Relied on document MATCHFTC846469 Resign Flow Counting from Manage Subscription Login Page.xlsx
2. Instructed to calculate Number of Harm Users based on
 - a. Values provided:
 - i. Start Date October 2016
 - ii. End Date: end of data set December 2022
 - b. Formula: Number of Harmed Users = Column C - (Column E) - (Column G)
 - i. Column C 'Subscriptions Hitting Manage Subscription Login Page'
 - ii. Column E 'User Resigned via Online Flow before Next Renewal after Hitting the Manage Subscription Login Page'
 - iii. Column G: 'User Took Save Offer before Next Renewal after Hitting the Manage Subscription Login Page'
3. Steps
 - a. Harmed User Calculations:
 - i. Filtered data set on the sheet labeled "data" to include only entries from October 2016 to December 2022 using column A labeled 'yr' for the year and column B labeled 'mnth' for the month.
 - ii. Calculated the Total for Column C by summing up all values in the column on the filtered data.
 - iii. Result: 7,701,958
 - iv. Calculated the Total for Column E 'by summing up all values in the column on the filtered data.
 - v. Result: 6,154,160
 - vi. Calculated the Total for Column G by summing up all values in the column on the filtered data.
 - vii. Result: 122,235
 - b. Calculated the number of harmed users by subtracting the total of column E and the total of Column G from the total of column C.
 - i. Result: 1,425,563.

Cancellation Rate

1. Documents relied on
 - a. MATCHFTC846944 InSessionOrFiftySecondsPostResignMetrics

- b. MATCHFTC846948 Resign Flow Sessions For US Subs Where Subscription Not Previously Resigned.
 - c. MATCHFTC846945 Monthly Sessions Going To Subscription Status Page.
- ~~2. Instructed to calculate Monetary Consumer~~
- 3. Instructed to calculate Cancellation Rate based on
 - a. Values provided:
 - i. Start Date October 2016
 - ii. Start Date October 2014
 - iii. End Date: March 2023 (end of data set)
 - b. Formula: Cancellation Rate = 944 Column F / (948 Column D – 944 Column H- 945 Column F)
 - i. 944 Column F 'sessionsresignedonlineinsessionorfiveminutespost'
 - ii. 948 Column D 'sessionshittingresignflow'
 - iii. 944 Column H 'sessionsofuserswhotooksaveofferinsessionorfiveminutespost'
 - iv. 945 Column F 'sessionsviewing password verification page and Subscription Status'
 - 1. Start Date March 2019
 - 2. End Date: March 2023 (end of data set)
- 4. Steps
 - a. Filtered data set on MATCHFTC846944 the sheet labeled “data” to include only entries from October 2016 to March 2023 using column B labeled ‘date_part’ for the year and column C labeled ‘date_part’ for the month.
 - b. Filtered data set on MATCHFTC846948 the sheet labeled “Sheet1 to include only entries from October 2016 to March 2023 using column A labeled ‘date_part’ for the year and column B labeled ‘date_part’ for the month.
 - c. Filtered data set on MATCHFTC846945 the sheet labeled “Data” to include only entries from March 2019 to March 2023 using column A labeled ‘Year’ for the year and column B labeled ‘Month’ for the month.
 - d. Calculated the Column Totals
 - i. Calculated the Total for 948 Column D by summing up all values in the column on the filtered data.
 - 1. Result: 18,124,539 sessions.
 - ii. Calculated the Total for 944 Column F by summing up all values in the column on the filtered data.
 - 1. Result: 8,477,477 sessions.
 - iii. Calculated the Total for 944 Column H by summing up all values in the column on the filtered data.
 - 1. Result: 1 119,474 sessions.
 - iv. Calculated the Total for 945 Column F by summing up all values in the column on the filtered data.
 - 1. Result: 2,250,987 sessions.

- e. Filtered data set on MATCHFTC846944 the sheet labeled “data” to include only entries from October 2014 to March 2023 using column B labeled ‘date_part’ for the year and column C labeled ‘date_part’ for the month.
- f. Filtered data set on MATCHFTC846948 the sheet labeled “data” to include only entries from October 2014 to March 2023 using column B labeled ‘date_part’ for the year and column C labeled ‘date_part’ for the month.
- g. Calculated the Column Totals
 - i. Calculated the Total for 948 Column D by summing up all values in the column on the filtered data.
 - 1. Result: 24,168,654 sessions.
 - ii. Calculated the Total for 944 Column F by summing up all values in the column on the filtered data.
 - 1. Result: 12,135,217 sessions.
 - iii. Calculated the Total for 944 Column H by summing up all values in the column on the filtered data.
 - 1. Result: 183,791 sessions.
 - iv. Calculated the Total for 945 Column F by summing up all values in the column on the filtered data.
 - 1. Result: 2,250,987 sessions.
- h. Calculated the cancellation rate by dividing the total of 944 Column F by the total of subtracting the totals of 944 Column H and 945 Column F from the total of 948 column D.
 - i. Result: Start Date October 2016 53.81%
 - ii. Result: Start Date October 2014 55.84%

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF TEXAS
DALLAS DIVISION

---oOo---

FEDERAL TRADE COMMISSION,

Plaintiff,

vs.

No. 3:19-cv-02281-K

MATCH GROUP, INC., a
corporation, MATH GROUP, LLC,
formerly MATCH.COM, LLC, a
Limited Liability Company,

Defendants.

_____/

DEPOSITION OF
JENNIFER KING, PH.D.

CONFIDENTIAL

THURSDAY, JULY 27, 2023

REPORTED BY: HOLLY THUMAN, CSR No. 6834, RMR, CRR
JOB NUMBER 6028094

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[illegible]


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<p>1 A. Yes.</p> <p>2 Q. So you think that people who click on the gear</p> <p>3 icon intend to cancel?</p> <p>4 A. No. Not everybody who clicks on the gear icon</p> <p>5 intend to cancel.</p> <p>6 But if you want to cancel, where -- you know,</p> <p>7 you have to find a way to that portion of the site.</p> <p>8 Q. Right. But what we're talking about,</p> <p>9 Dr. King, is the percentage of people who intend to</p> <p>10 cancel that can actually complete the task and cancel</p> <p>11 their subscription.</p> <p>12 How do you -- how do you ascertain somebody</p> <p>13 who intends to cancel?</p> <p>14 It's certainly not by clicking the gear icon.</p> <p>15 Right?</p> <p>16 In real life, I can't ascertain that by</p> <p>17 clicking the gear icon.</p> <p>18 MR. AIJAZ: Objection. Vague.</p> <p>19 BY MR. HUMMEL:</p> <p>20 Q. Am I correct?</p> <p>21 A. Yes. At that point, I don't know.</p> <p>22 If you click on the gear icon, you can click</p> <p>23 on it for multiple reasons.</p> <p>24 Q. Right.</p> <p>25 A. It's simply the first step in the flow.</p> <p style="text-align: right;">Page 130</p>	<p>1 Is that what you're talking about?</p> <p>2 Q. Yes. But later, it becomes "Manage</p> <p>3 subscription," and the FTC has argued in the case that</p> <p>4 somehow that's nefarious. It's a theory.</p> <p>5 MR. AIJAZ: Objection.</p> <p>6 BY MR. HUMMEL:</p> <p>7 Q. But I'm asking you where you would start or</p> <p>8 how you would evaluate the question of a consumer who</p> <p>9 intends to cancel and who succeeds.</p> <p>10 MR. AIJAZ: Objection. Misstates facts and</p> <p>11 scope.</p> <p>12 MR. HUMMEL: I'm glad it misstates facts</p> <p>13 because that's a crazy contention you're making.</p> <p>14 Q. Do you see the problem?</p> <p>15 You can't look at the web flows and make that</p> <p>16 determination.</p> <p>17 A. No, I --</p> <p>18 Q. Do you agree with me?</p> <p>19 A. No.</p> <p>20 Q. Well, I --</p> <p>21 (The reporter requested that people not speak</p> <p>22 at once.)</p> <p>23 MR. AIJAZ: And objection. Vague.</p> <p>24 I don't know what the pending question is.</p> <p>25</p> <p style="text-align: right;">Page 132</p>
<p>1 Q. Absolutely right.</p> <p>2 But I'm talking about how would you ascertain</p> <p>3 intent to cancel because what we're trying to measure</p> <p>4 here is, can consumers who are subscribers accomplish</p> <p>5 the task, which is cancel?</p> <p>6 A. All right.</p> <p>7 Q. And you can't ascertain that by people who</p> <p>8 click the gear icon. Is that true; can't start it</p> <p>9 there?</p> <p>10 MR. AIJAZ: Objection. Vague and scope.</p> <p>11 THE WITNESS: So I would argue that you would</p> <p>12 have to start once the consumer clicks on the</p> <p>13 cancellation link.</p> <p>14 BY MR. HUMMEL:</p> <p>15 Q. So it's after "Manage subscription"?</p> <p>16 A. Depending on what flow we're talking about.</p> <p>17 Q. Not --</p> <p>18 A. It varies. Right?</p> <p>19 Q. Right.</p> <p>20 So let's talk about the one where the link</p> <p>21 says "Manage subscription."</p> <p>22 Even there, you can't ascertain that a</p> <p>23 consumer wants to cancel. Correct?</p> <p>24 A. I'm sorry. 2016, it's changed in "Cancel</p> <p>25 membership." Right?</p> <p style="text-align: right;">Page 131</p>	<p>1 BY MR. HUMMEL:</p> <p>2 Q. The pending question is: From the web flow,</p> <p>3 just looking at the web flows themselves, how can you</p> <p>4 ascertain for certain that a consumer who is</p> <p>5 participating -- at what stage can you ascertain for</p> <p>6 certain that a consumer is intending to cancel?</p> <p>7 MR. AIJAZ: Objection. Scope.</p> <p>8 THE WITNESS: I mean, the reason I am sitting</p> <p>9 here, thinking about it, is that part of the question</p> <p>10 is, how are they getting to this stage. Right?</p> <p>11 You need to understand, you know, how it was</p> <p>12 they were able to arrive here.</p> <p>13 BY MR. HUMMEL:</p> <p>14 Q. Right.</p> <p>15 A. But from this point onward --</p> <p>16 Q. What point? I'm sorry to interrupt you.</p> <p>17 A. So I'm looking at 2016.</p> <p>18 Q. Okay.</p> <p>19 A. So Exhibit 5, 2016.</p> <p>20 Q. All right.</p> <p>21 A. So, you know, when you are looking at this</p> <p>22 list, assuming you can identify the words "Cancel</p> <p>23 membership," then if I were looking for data that</p> <p>24 helped us understand whether I could track through the</p> <p>25 process the cancellation numbers, I would likely start</p> <p style="text-align: right;">Page 133</p>

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<p>1 here because this is the only option I have on this 2 page that include the word "cancel," even though it is 3 bundled with another task. 4 Q. Which is "change"? 5 A. Which is "change." 6 Q. So you can't definitively say without looking 7 at data how many people who click on "Change/cancel 8 subscription" actually intend to cancel? 9 A. How many people. No. I cannot tell you 10 exactly how many people at this point. 11 Q. Okay. What you can ascertain, though, is once 12 you get past the password page, there's a page that has 13 the option "Subscription status" or "Cancel 14 subscription." 15 Isn't it true that you can't know for sure 16 that a person is at least going into the cancellation 17 flow once they -- once they click that link "Cancel 18 subscription"? 19 And even for those people who cancel that, 20 some percentage might be just looking for a save option 21 because they know it's there. Somebody's told them 22 it's there. Right? 23 A. Okay. 24 Q. They get a better deal. 25 (The reporter requested that people not speak</p> <p style="text-align: right;">Page 134</p>	<p>1 MR. AIJAZ: No foundation. 2 THE WITNESS: How would you know that existed 3 there? How would a consumer know that that was behind 4 that link? Where would you find that information? 5 BY MR. HUMMEL: 6 Q. Word of mouth? 7 You can look skeptically if you want, but it's 8 true. 9 A. To the point where -- 10 MR. AIJAZ: There's no pending question. 11 BY MR. HUMMEL: 12 Q. Are you testifying that once -- is it your 13 opinion that once a consumer clicks on the "Cancel 14 subscription" button, that they -- 100 percent of those 15 people intend to actually cancel their subscription? 16 MR. AIJAZ: Objection. Scope. 17 THE WITNESS: If you get to this page and you 18 want to cancel -- I mean, it would be highly likely 19 that you have elected to go down this path. There are 20 few other options here. 21 You know, 100 percent of all consumers that 22 get to this page? Maybe not. 23 Maybe there are some who have come here by 24 accident. They're clicking "Subscription status." 25 They could be just confused and not sure where they</p> <p style="text-align: right;">Page 136</p>
<p>1 at once.) 2 MR. AIJAZ: I think you were going to 3 rephrase. Right? 4 BY MR. HUMMEL: 5 Q. Isn't it true that even when you get to page 3 6 of Exhibit 5 -- 7 A. There's no page numbers. 8 Q. It's the third page in Exhibit 5 -- 9 A. Okay. 10 Q. -- which is the -- presents consumers with a 11 choice of subscription status or cancel subscription. 12 Isn't it true that there is even a population 13 of consumers who would click "Cancel subscription" who 14 might not actually intend to cancel? 15 MR. AIJAZ: Objection. Calls for speculation. 16 No foundation. 17 THE WITNESS: Right. I -- what -- why would I 18 speculate that? 19 BY MR. HUMMEL: 20 Q. It's not speculation. 21 There are some consumers who click "Cancel 22 subscription," are there not, who intend to accept a 23 save offer? 24 MR. AIJAZ: Objection. 25 THE WITNESS: How would you know --</p> <p style="text-align: right;">Page 135</p>	<p>1 are. I mean, there are multiple possibilities. 2 BY MR. HUMMEL: 3 Q. Okay. So my question is this: Isn't it true 4 that the only way to actually accurately measure 5 consumers who intend to cancel, whether they can find 6 the icon and then proceed to successfully complete the 7 task, is to do a usability study? 8 MR. AIJAZ: Objection. Calls for speculation. 9 Incomplete hypothetical. 10 THE WITNESS: Can you please read that back? 11 (Record read as follows: 12 "QUESTION: Okay. So my question is this: 13 Isn't it true that the only way to actually 14 accurately measure consumers who intend to 15 cancel, whether they can find the icon and 16 then proceed to successfully complete the 17 task, is to do a usability study?") 18 MR. AIJAZ: Same objection. 19 THE WITNESS: No, I don't think that is the 20 only way. 21 BY MR. HUMMEL: 22 Q. Can you please, in your expert opinion, give 23 me another way? 24 MR. AIJAZ: Objection. Scope. 25 THE WITNESS: To some extent, you might be</p> <p style="text-align: right;">Page 137</p>

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<p>1 --o0o--</p> <p>2 I declare under penalty of perjury that the</p> <p>3 foregoing is true and correct. Subscribed at</p> <p>4 _____, California, this ____ day of</p> <p>5 _____ 2023.</p> <p>6</p> <p>7 _____</p> <p>8 JENNIFER KING, PH.D.</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 234</p>	<p>1 M. Hasan Aijaz</p> <p>2 maijaz@ftc.gov</p> <p>3 August 10, 2023</p> <p>4 RE: Federal Trade Commission v. Match Group, Inc., Et Al.</p> <p>5 7/27/2023, Dr. Jennifer King (#6028094)</p> <p>6 The above-referenced transcript is available for</p> <p>7 review.</p> <p>8 Within the applicable timeframe, the witness should</p> <p>9 read the testimony to verify its accuracy. If there are</p> <p>10 any changes, the witness should note those with the</p> <p>11 reason, on the attached Errata Sheet.</p> <p>12 The witness should sign the Acknowledgment of</p> <p>13 Deponent and Errata and return to the deposing attorney.</p> <p>14 Copies should be sent to all counsel, and to Veritext at</p> <p>15 errata-tx@veritext.com.</p> <p>16</p> <p>17 Return completed errata within 30 days from</p> <p>18 receipt of testimony.</p> <p>19 If the witness fails to do so within the time</p> <p>20 allotted, the transcript may be used as if signed.</p> <p>21</p> <p>22 Yours,</p> <p>23 Veritext Legal Solutions</p> <p>24</p> <p>25</p> <p style="text-align: right;">Page 236</p>
<p>1 CERTIFICATE OF REPORTER</p> <p>2 I, HOLLY THUMAN, a Certified Shorthand</p> <p>3 Reporter, hereby certify that the witness in the</p> <p>4 foregoing deposition was by me duly sworn to tell the</p> <p>5 truth, the whole truth, and nothing but the truth in</p> <p>6 the within-entitled cause; that said deposition was</p> <p>7 taken down in shorthand by me, a disinterested person,</p> <p>8 at the time and place therein stated; and that the</p> <p>9 testimony of the said witness was thereafter reduced to</p> <p>10 typewriting, by computer, under my direction and</p> <p>11 supervision;</p> <p>12 That before completion of the deposition,</p> <p>13 review of the transcript [X] was [] was not</p> <p>14 requested/offered. If requested, any changes made by</p> <p>15 the deponent (and provided to the reporter) during the</p> <p>16 period allowed are appended hereto.</p> <p>17 I further certify that I am not of counsel or</p> <p>18 attorney for either or any of the parties to the said</p> <p>19 deposition, nor in any way interested in the event of</p> <p>20 this cause, and that I am not related to any of the</p> <p>21 parties thereto.</p> <p>22</p> <p>23 </p> <p>24 HOLLY THUMAN, CSR No. 6834</p> <p>25</p> <p style="text-align: right;">Page 235</p>	<p>1 Federal Trade Commission v. Match Group, Inc., Et Al.</p> <p>2 Dr. Jennifer King (#6028094)</p> <p>3 E R R A T A S H E E T</p> <p>4 PAGE____ LINE____ CHANGE_____</p> <p>5 _____</p> <p>6 REASON_____</p> <p>7 PAGE____ LINE____ CHANGE_____</p> <p>8 _____</p> <p>9 REASON_____</p> <p>10 PAGE____ LINE____ CHANGE_____</p> <p>11 _____</p> <p>12 REASON_____</p> <p>13 PAGE____ LINE____ CHANGE_____</p> <p>14 _____</p> <p>15 REASON_____</p> <p>16 PAGE____ LINE____ CHANGE_____</p> <p>17 _____</p> <p>18 REASON_____</p> <p>19 PAGE____ LINE____ CHANGE_____</p> <p>20 _____</p> <p>21 REASON_____</p> <p>22 _____</p> <p>23 _____</p> <p>24 Dr. Jennifer King Date _____</p> <p>25</p> <p style="text-align: right;">Page 237</p>